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CAMPBELL, ARELLANO & RICH

ATTORNEYS AT LAW
P.O. BOX [illegible]
CHARLOTTE AMALIE, ST. THOMAS
U.S. VIRGIN ISLANDS 00801

ENVIRONMENTAL PROTECTION AGENCY REGION II
1993 MAR 12 PM 12:29
ERRD SITE COMPLIANCE BRANCH

JOSEPH BRUCE Wm. ARELLANO
CAROL ANN RICH

W. MARK HILLSMAN

OF COUNSEL:
ROGER L. CAMPBELL

ST. THOMAS OFFICE:
NO. 4A & B KONGENS GADE
CHARLOTTE AMALIE
TELEPHONE 809/774-4858
TELECOPIER: 809/776-8442

ST. JOHN OFFICE:
SCANDIC EXECUTIVE OFFICES
MONGOOSE JUNCTION
CRUZ BAY
TELEPHONE 809/775-6655

March 8, 1993

Ms. Caroline Kwan
Emergency and Remedial Response Division
U.S. Environmental Protection AGency
26 Federal Plaza, Room 737
New York, New York 10228

Re: Second Request For Information
Tutu Well Field Site

Dear Ms. Kwan:

Enclosed please find Ramsay Motors Inc.'s response to EPA's Second Request for Information, which was received by Ramsay Motors on January 26, 1993.

On February 25, I discussed Ramsay's response with Andrew Prashack, and requested a brief extension of time, of one week or so, to complete the response. Attorney Praschak advised me to confirm our conversation in my transmittal letter, enclosing the response.

If you have any further questions, or we can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Carol Ann Rich, Esq.
CAR/bel
Counsel for Ramsay Motors
cc: Mrs. Rita Ramsay
Andrew Prashack, Esq.

ENVIRONMENTAL PROTECTION
AGENCY, REGION II

REQUEST FOR INFORMATION

1993 MAR 12 PM 12:29

FEDERAL SITE COMPLIANCE
BRANCH

1. Please supplement your previous response if information not known or not available to you as of the date of submission of your response has become known or available to you or has been found to be incorrect

2. Are or were mechanic repairs, including oil changes, performed at the facility? Please describe what type of repairs are, or were performed, if any, and the frequency of such repairs.

3. If the answer to question 2 above is yes, are or were any hazardous substances, substances containing hazardous substances or compounds, or hazardous wastes generated, treated, stored, disposed of or otherwise handled in the process?

4. If the answer to question 3 above is yes, please list and/or describe what kinds of substances were used. In addition, please describe where and how these substances were stored at the facility prior to their use, and all disposal practices regarding these solvents. Please attach any manifests, invoices and other documentation which relate to this question. If you are unable to provide a copy of any such document, please describe the document and explain why it cannot be provided.

5. If oil changes are or were conducted at the facility, please give an annual summary explaining how the used oil was disposed of, the quantity disposed of per month and any and all analysis of this used oil. Please provide all appropriate documentation. If any such document is not available, please describe the document and explain why it cannot be provided.

6. Is there, or has there been, any oil water separators, used oil storage tanks or other similar structures at the facility? If the answer is yes, please describe the structure and location of each such unit at the facility and explain the use of each. Include units which have been removed and/or shut down. Please attach a diagram or drawing of these units, the dates of their use and their location.

7. Is there, or has there ever been any means by which fluids or sludge can escape or be discharged from the units identified in the response to question 6 (i.e., an open overflow valve or pipe) that presently exists or existed at the facility?

8. If the answer to question 7 above is yes, has there ever been such a discharge or release? If so, please explain all the details surrounding such a release and submit any related documentation, including analysis. If a document is not available, please describe the document and explain why it cannot be provided.

TUT 003 2076

9. By what means could hazardous substances such as 1,1,1-trichoroethane, trichloroethylene ("TCE"), 1, 2 trans-dichloroethylene ("DCE"), tetrachloroethylene ("PCE"), and methyl-ethyl-ketone ("MEK") enter the units identified in your response to question 6 above? Please be specific, and explain all possible means.

10. Does or did the facility conduct periodic sampling to determine whether hazardous substances have entered the units identified in your response to question 6? If so, how often, and on what occasions. Please attach any such analysis.

11. Have or were the units identified in your response to question 6 been periodically cleaned out or emptied, either completely or partially? If so, how often and on what occasions?

12. If the answer to question 11 above is yes, please explain how the removed liquids and/or sludges are or were handled and disposed of. Please include any sampling procedures and relevant documentation such as analysis, and manifests. If a document is not available, please describe the document and explain why it cannot be provided.

13. Identify the location of each of the following on a plot plan of your facility, to scale, if available:

a. all in use or out of use septic tanks, sewer connections and associated piping;

b. all underground storage tanks either in use or out of service;

c. all on site areas where hazardous wastes, regulated substances or hazardous substances are or could have been used, stored and disposed of;

d. the former location of all underground storage tanks that have been removed.

14. For each septic tank, sewer connection and associated piping identified in the response to question 13.a. above, provide the following information, including all pertinent documentation: the date the tank was installed, the design plans for the system, and all maintenance records. For any septic tank taken out of service, specify the date it was taken out of service, and the reasons for discontinuing its use. Also identify all discharges to the tank and the origin of these discharges.

15. For each underground storage tank identified in response to question 13.b. above, provide the following information:

a. the date the tank was installed;

TUT 003 2077

b. all design and installation records for the tank and associated piping, including the expected life of the tank and the corrosion protection for the tank and associated piping, seasonably high water levels, and any lining system;

c. state whether or not the tank is currently in service; if not in service, state the date of closure and the reasons for discontinuing use of the tank, and any further plans for the tank;

d. for any tank or piping that has been replaced, state the reason for replacing the tank or piping, the day of removal of the tank or piping the day of inspection and the persons who performed it, the workplan for the removal, the condition of the tank or piping upon removal, the condition of soil surrounding the replaced tank or piping, whether any soil was removed or it was taken, and any sampling results connected with the replacement of the tank or piping. If this information is not known, please identify any persons who may have knowledge as to this matter;

e. identify the type, characteristics and quantity of substances stored in the tank. Also provide all records related to the volume of materials shipped to the tank and removed from the tank;

f. provide a detailed accounting of all maintenance activities on each tank or piping. This should include a detailed description of each repair on the tank or piping, the reason for the repair and how the problem was discovered;

g. identify each suspected leak or spill associated with the tank or piping. Provide the date of the leak, the quantity of material lost, and how it was determined, the corrective action undertaken, agencies notified, and the names and addresses of all persons with knowledge of the incident.

16. For each location identified in question 13.c. above, state the manner in which each hazardous or regulated substance is or was containerized and stored. Also provide a detailed description of any releases at each location, including the date of the incident, type and quantity of material released, agencies notified, person or agency notified, corrective actions taken and the names and addresses of any person with knowledge of the release.

17. a. State the correct legal name of any prior owners or operators of your facility.

b. State the name(s) and address(es) of the President and the Chairman of the Board, or other presiding officer of the companies identified in response to question 17.a.

TUT 003 2078

18. Identify any soil or pavement stains in the area of the facility, the source and cause of such stains, and any precautions which are now being taken to prevent such releases in the future.

TUT 003 2079

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

Territory of _____

State of _____

County of _____

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

RITA RAMSAY
NAME (print or type)

PRES
TITLE (print or type)

Rita Ramsay
SIGNATURE

Sworn to before me this
8 day of March, 1993

Notary Public

TLT 003 2080

ENVIRONMENTAL PROTECTION
AGENCY, REGION II
1993 MAR 12 PM 12: 29
ERRD SITE COMPLIANCE

Response To Second Request For Information

Answer to No. 1

Supplement To Previous Response Dated November 9, 1987

Answer to No. 1(E)

At the time of the response, November, 1987, waste oil storage drums were kept in the shop area. A concrete pad, with a 3 1/2 inch curb, was constructed next to the shop area in March, 1992, for drum storage. A roof was placed over the drum storage area in or about October, 1992.

Answer to 4(c)

As stated in the November, 1987 response, the underground storage tank in the service area was not then in use. After further review of its records, Ramsay believes it may have ceased using the tank in 1986, when the Virgin Islands Department of Energy closed its St. Thomas office, and ceased its practice of regular collection of waste oil on St. Thomas. In the Summer of 1991, after obtaining oral instructions from the Virgin Islands Department of Planning and Natural Resources, Ramsay pumped a small residue of oil mixed with rainwater out of the tank, filled the tank with gravel, and sealed it with cement. The oil and water mixture was placed in a waste oil storage drum. No formal closure report has yet been prepared.

Answer to No. 14 (Regarding Insurance)

In April, 1992, Ramsay was served with a third party complaint by Esso Standard Oil SA Ltd. (Esso) in the litigation captioned In re Tutu Water Wells Contamination, Master Docket No. 1989/107, pending in the District Court of the Virgin Islands, Division of St. Thomas & St. John. Notice of the claim was given to all companies that provided Ramsay with liability insurance for the period from 1978-1987, based upon the allegations in the Esso complaint. Ramsay located the following policies:

(1) 1978-1981 - Royal Insurance Co., policy attached.

(2) 1981-1986 - Home, Firemans Fund and INA Policies (CIGNA Worldwide Insurance), policies attached.

(3) 1986 - Guardian Ins. Co., policy attached.

Royal and CIGNA are providing partial coverage for Ramsay's defense, under reservations of rights. Guardian declined coverage. Ramsay is contributing a substantial share of its own defense costs.

Answer to No. 2

Yes. Ramsay performs service on brakes, transmissions, electrical repairs, body work, general service and replacement of parts and oil changes, primarily on Ford vehicles.

Answer to No. 3.

To the best of Ramsay's knowledge, the answer is No. In the course of such repairs and service, Ramsay uses motor oil, engine degreasers, transmission fluid, brake fluid, coolant, and small amounts of gasoline. Substances drained from vehicles during service are collected and stored in the waste oil storage drums.

None of the substances used by Ramsay are listed as hazardous wastes.

Answer to No. 4.

Prior to use, motor oil, transmission fluid, and degreasers are stored in the parts department, in the containers in which such products are purchased.

The following is a list of products currently being used and stored:

2. Generally, Ramsay Motors uses the following types of products in the repair shop:

1. Motor Oil
2. Degreasers or Cleaners
3. Transmission Fluid
4. Brake Fluid
5. Coolant
6. Gasoline
7. Soap
8. Paints
9. Paint Thinner
10. Radiator Flush
11. Refrigerant (for air conditioners)

Over the years, Ramsay has purchased different brands, depending on price and availability. Records are not kept by specific brand name. The brands currently being, used stored, or handled at Ramsay are as follows:

Brand Name	Description	Supplier
Goop	Hand Cleaner 4 1/2 lb cans	Vento
Siloo	Engine Cleaner 15 oz. cans	Vento
Siloo	Brake and Parts Cleaner 19 oz. cans	Vento
Permatex	Undercoating 16 oz. Cans	Vento
STP	Carb. Spray Cleaner 13 oz. cans	Vento
WD40	Penentrant 9 oz. cans	Vento
Karols	Brake Fluid 16 oz. cans	?
Castrol	Brake Fluid 12 oz. cans	
Ford	Anti-corrosion Compound 16 oz cans	Ford
Yale	Muffler Cement 6 oz. Tubes	?
Havoline	ATF (Dextron II)	Texaco
Havoline	20SW 50 oil	Texaco
Ford	Disc Brake Colyzer Grease 4 oz. Tubes	Ford
Valvoline	Grease (Cart) 14.1 oz. Tube	Western Auto
Snap	Rad. Flush 12 oz. Bottles	Western Auto
Thermo Guard	Anti-Rush Compound	Thermo Guard
Motorcraft	Silicone dielectric Compound 3 oz. Tubes	Ford

Over the years, Ramsay has purchased the above-listed products from the following suppliers: (1) Rodriquez Auto Parts Tutu; (2) Western Auto Store at Four Winds; (3) Vento Distributors Corp. Calle F #40 Amelia Industrial Park Guaynabo, Puerto Rico, P.O. Box 363051 San Juan, Puerto Rico 00936-3051, 00965; (4) Texaco Caribbean, Inc., Box 3740, St. Thomas.; (5) Tutu Texaco Service Station, Inc; (6) Roel Auto Motor, 5994, Bayamon, Puerto Rico 00621; (7) Island Gas, Inc., Sub Base, St. Thomas; (8) Ford Motor Co.

Ramsay does not now, and has not in the past, purchased any of the above-listed products in 55-gallon drums or other, similar industrial or wholesale size containers. Ramsay generally purchases the products it uses in boxes or quantities of 1-2 dozen, in the same types of containers in which said products are sold to the general public by said suppliers. The sole exception was a one-time purchase of two or three 55 gallon drums of soap, from Prime Foods, St. Thomas. One drum remains, located in the body shop storage area.

Invoices attached.

Answer to No. 5

In an average month, Ramsay probably does 10-15 oil changes. Used oil is stored in the drums. The only analysis of which Ramsay is aware has been performed by EPA's consultants, or by the Virgin Islands Department of Planning and Natural Resources, acting for EPA, in 1987 and 1988.

Answer to No. 6.

See Ramsay's response to EPA's first request for information, dated November 9, 1987, at No. 4, as supplemented by Response No. 1, above.

Answer to No. 7

No.

Answer to No. 8

No.

Answer to No. 9

To the best of Ramsay's knowledge the answer to this question is No. The only products used by Ramsay which contain TCE or PCE as component ingredients are aerosol spot applications (such as spray carb cleaner) which evaporate instantly and are not subject to flushing, run off, or discharge.

Answer to No. 10.

N/A The unit is not in service.

Answer to No. 11

See response to No. 1, above.

Answer to No. 12

See response to No. 1, above.

Answer to No. 13

See Ramsay's response of November 9, 1987, to question.

Answer to No. 14

See Ramsay's response of November 9, 1987 to question 2.

Answer to No. 15

See Ramsay's response of November 9, 1987 to Question 4., as supplemented by response No. 1, above.

Answer to No. 16

See response to No. 1 above.

Ramsay is unaware of any leakages from its UST. Ramsay is unaware of any major spills or leaks from its service area or it storage drums. In connection with its regular operations, small amounts (a few ounces or less) of waste oil, transmission fluid, coolant, etc, may be spilled on the concrete floor of the repair shop when performing oil changes, or other service or repair work, or in transporting waste oil to the drums for storage. There may also have been small spills or leaks from the drums onto the concrete floor or the drum storage slab. Spills are treated with clay, swept up, and placed in trash receptacles and ultimately transported to the Bovoni dump. Gasoline is used for parts washing. Small amounts (ounces or less), may

occasionally spill on the concrete floor. These small spills evaporate almost instantly. When the gasoline becomes dirty, it is placed in a waste storage drum.

In 1989, Ramsay's employees observed waste oil leaking from the property next door, then occupied by a Gasset entity, onto Ramsay's property. This was promptly reported to DPNR, and it is believed that Leonard Reed visited the property in response.

Answer to No. 17(a)

When Ramsay purchased the property on May 19, 1978, there was an existing slab, where the service area is now located, and it is believed that the prior owners constructed the UST. The property was purchased from Rudy D'Angelicc and Yvonne Louise D'Angelico. Ramsay is aware that the property was once occupied by a company called Co-Build, that once also owned much of the property in the area, including the LAGA and VIHA sites.

Answer to No. 17(b)

Unknown to Ramsay. Co-Build went out of business in the mid - 1970's. If Ramsay is able to locate any further information about the former owners, it will be provided.

Answer to No. 18.

Prior to construction of the drum slab, a small oil stain (less than six inches in diameter) was discovered on the ground in the area. A small quantity of stained soil was removed and disposed of in the garbage. Stains on the pavement sometimes result from small spills during service. Such stains are treated with clay, which is swept up, and placed in the garbage. Employees are instructed to collect all used oil, etc. in pans, and place it in the storage drums. The service area is cleaned up after repairs.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

Territory of V.I. Virgin Islands

State of _____

County of _____

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

RITA RAMSAY
NAME (print or type)

PRES
TITLE (print or type)

Rita Ramsay
SIGNATURE

Sworn to before me this
8 day of March, 1993

Notary Public

TUT 002 2090

Royal-Globe Insurance
COMPANIES

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK, NEW YORK 10038

SELECT-COVER POLICY (General Provisions)

ANTILLES INSURANCE, INC.
JOUETT INSURANCE SERVICES
ALL FORMS OF Insurance
PEOPLE'S BANK BLDG. BOX 2698 774-2700
ST. THOMAS, V.I. 00801

Ramsay Motors, Inc. & Holiday Rent-A-Car Inc.
P.O. Box 3596, St. Thomas, VI 00801

These GENERAL PROVISIONS, the DECLARATIONS and the coverage PART(S) and endorsements referred to in the DECLARATIONS complete the contract of insurance.

The company designated in the DECLARATIONS made a part hereof, (a stock insurance company, herein called the company), in consideration of the payment of the premium, in reliance upon the statements in the DECLARATIONS, and subject to all the terms of this policy and its designated coverage PART(S), agrees with the named insured as follows and as contained in the PART(S) designated in the declarations.

SUPPLEMENTARY PAYMENTS

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

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

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

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

(d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

SPECIAL ADDITIONAL EXCLUSION

The following exclusion modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

R 000171

NUCLEAR ENERGY LIABILITY EXCLUSION

(Broad Form)

It is agreed that:

I. The policy does not apply:

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

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the haz-

CL 67901C

TGT 003 2091

ECT-COVER POLICY (Declarations) — ROYAL-GLOBE INSURANCE COMPANIES

DECLARATIONS when combined with the GENERAL PROVISIONS and the coverage PART(S) and endorsements designated herein, complete the contract of insurance numbered Coverage is provided by the Company designated by entry of "X" before the company name.

POLICY NUMBER

LU 22 91 68

SELECT COVER POLICY

Royal Indemnity Company	☐ Globe Indemnity Company	☐ The London & Lancashire Insurance Company, Limited
Royal Globe Insurance Company	☐ Safeguard Insurance Company	☐ The Liverpool & London & Globe Insurance Company Limited
Royal Insurance Company, Limited	☐ Newark Insurance Company	☐ American and Foreign Insurance Company

Ramsay Motors Inc. & Holiday Rent-A-Car Inc.
P.O. Box 3596, St. Thomas, VI 00801

2. POLICY PERIOD: 9/20/78 To 9/20/81 — 12:01 A.M. Standard time at the address of the Named Insured as stated in Item 1.

BUSINESS OF THE NAMED INSURED: Franchised Auto Dealer

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

LOCATION OF ALL PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF SAME LOCATION AS ABOVE ADDRESS)	PART OCCUPIED BY NAMED INSURED	INSURED'S INTEREST (OWNER, TENANT, GEN'L LESSEE, OTHER SPECIFY)
105 Estate Annas Retreat (Tutu) St. Thomas, VI	Entire	Owner

3a. The insurance afforded is only with respect to such of the following coverage Part(s) as are indicated by entry of an "X" below.

☐ Part 1 — Comprehensive General Liability Insurance	☐ Part 6 — Comprehensive Personal Insurance	☐ Part 11 — Automobile Medical Payments Insurance
☐ Part 2 — Manufacturers' and Contractors' Liability Insurance	☐ Part 7 — Owners' and Contractors' Protective Liability Insurance	☒ Part 12 — Protection Against Uninsured Motorists Insurance
☐ Part 3 — Owners' Landlords' and Tenants' Liability Insurance	☐ Part 8 — Contractual Liability Insurance	☐ Part 13 — Automobile Physical Damage Insurance
☐ Part 4 — Completed Operations and Products Liability Insurance	☐ Part 9 — Comprehensive Automobile Liability Insurance	☐ Part 14 — Basic Auto Liability Insurance
☐ Part 5 — Premises Medical Payments Insurance	☒ Part 10 — Garage Insurance	☒ Part 15 — Automobile Physical Damage Insurance (Dealers)

OTHER (SPECIFY PART NO. & TITLE) Personal Injury/Contingent Employer's Liability "Stop Gap"
☐ Use of Other Automobiles Coverage-Broad Form/Employers Non-Ownership Liab.

3b. The insurance afforded is only with respect to such of the following coverage(s), contained in the coverage Part(s) designated above, as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of the policy having reference thereto.

APPLICABLE TO PARTS	COVERAGES	LIMITS OF LIABILITY: EACH PERSON	EACH OCCURRENCE*	AGGREGATE	ADVANCE PREMIUM
through 5 Other than Automobile	Bodily Injury Liability	X X X X X			$
	Property Damage Liability	X X X X X			$
	Premises Medical Payments			X X X X X X	$
10 (Automobile)	Bodily Injury Liability Garage	300,000	500,000	X X X X X X	$ 2020.00
	Property Damage Liability Liability	X X X X X	50,000	X X X X X X	$ 761.00
Other		See Applicable Coverage Part			$ 1394.00

ORSEMENTS ATTACHED AT TIME OF ISSUE

END. A — $

If policy period is more than one year, premium is payable	EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY	Total Advance Premium
	$	$	$	$ 4175.00

EACH ACCIDENT" AS RESPECTS "PREMISES MEDICAL PAYMENTS"

Antilles Insurance, Inc.
Countersigned by _____ Authorized Representative

57902D

UUT 003 2092

The following does not form a part of the policy and is furnished for information only.

DESCRIPTION OF TERMS USED AS PREMIUM BASES:

When used as a premium basis:

1. **"admissions"** means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes; (Comprehensive General; Owners', Landlords' and Tenants')

2. **"cost"** *means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;*
(Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; Owners' and Contractors' Protective)

3. **"receipts"** means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
(Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; Completed Operations and Products)

4. **"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
(Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants' which includes coverage for structural alterations, new construction and demolition operations)

5. **"sales"** means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division;
(Comprehensive General; Completed Operations and Products)

6. **"remuneration"** means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum with respect to Dealer Risks (Hazard 1) or $5,200 per annum with respect to Non-Dealer Risks (Hazard 2).

   "Class A" means all clerical office employees

   "Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile owned by the named insured; and all salesmen, general managers, service managers and chauffeurs

   "Class C" means all other employees;
(Garage Insurance)

7. A. **"cost of hire"** means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of $100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each $100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;

   B. **"Class 1 persons"** means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;

   C. **"Class 2 employees"** means all employees, including officers, of the named insured, not included in Class 1 persons;
(Comprehensive Automobile Liability)

8. **"cost"** means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due. [Contractual Liability Insurance (Designated Contracts Only)]

GU 6631

ENDORSEMENT A

This endorsement, effective 9/20/78 (12:01 A. M., standard time), forms a part of policy No. WLU22 91 68

ed to Ramsay Motors Inc. & Holiday Rent-A-Car Inc.

Royal Insurance Compnay, Limited

ENDORSEMENTS ATTACHED AT TIME OF ISSUE

CL67901C	Select-Cover Policy-General Provisions
CL67914B	Part 10 Garage Insurance
CL67916A	Part 12 Protection Against Uninsured Motorists Insurance
CL67904B	Part 15 Automobile Physical Damage Insurance (Dealers)
MLB 220	Personal Injury Liability Insurance End.
MLB 222	Employer's Non-Ownership Automobile Liability Insurance End.
F20947A	Contingent Employer's Liability "Stop Gap"
AL6079	Use of Other Automobiles Coverage-Broad Form
IL0001	Punitive Damages Exclusion

All other terms and conditions of this policy remain unchanged.

Authorized Representative

TUT 005 2094

PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

Form MLB-220
(Ed. 1-73)

In consideration of the payment of the premium, in reliance upon the statements in the Declarations of the policy of which this endorsement is made a part, and subject to all the terms of this endorsement, the Company agrees with the named insured as follows:

SCHEDULE

The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges:

Groups of Offenses	Provisional Premium
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ 68.00
B. Libel, Slander, Defamation or Violation of Right of Privacy	$ Incl.
C. Wrongful Entry or Eviction or other Invasion of Right of Private Occupancy	$ Incl.
Minimum Premium $	Total Provisional Premium $ 68.00

Limits of Liability: $ 300,000 each person aggregate; $ 500,000 general aggregate.

Insured's participation 0 %

Exclusion C Deleted

I. COVERAGE—PERSONAL INJURY LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses:

Group A —false arrest, detention or imprisonment, or malicious prosecution;

Group B —the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C —wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed in the conduct of the named insured's business during the policy period within the United States of America, its territories or possessions, or Canada; and the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgment or settlements.

This Endorsement must be attached to Change Endorsement MLB-20 when issued after the Policy is written.

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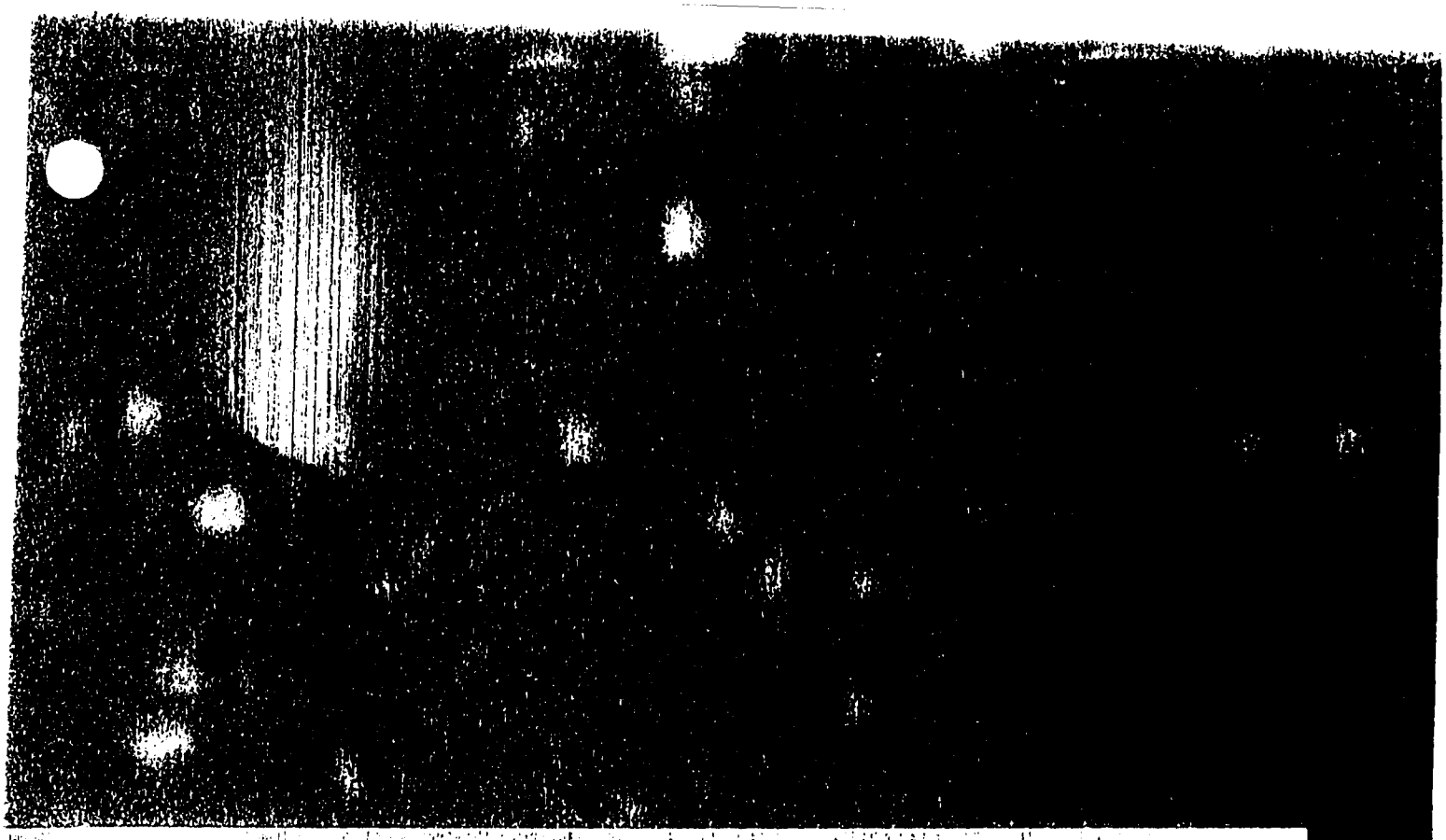

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement;

(b) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;

(c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;

(d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publications or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any person, organization or business enterprise, or his or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

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

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

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

III. LIMITS OF LIABILITY—INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this endorsement, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total liability of the Company for all damages because of all personal injury to which this insurance applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate".

Subject to the above provision respecting "each person aggregate," the total limit of the Company's liability under this insurance for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate".

If a participation percentage is stated in the schedule for the insured, the Company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent, and the balance of the loss shall be borne by the insured; provided, the Company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the Company therefor.

IV. AMENDED DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

V. OTHER PROVISIONS APPLICABLE TO THIS ENDORSEMENT

A. The following provisions applicable to Sections I and II of the policy are applicable to this endorsement: Inspection and Audit; Cancellation; and Subrogation.

B. The following terms and provisions applicable only to Section II are applicable to this endorsement: Supplementary Payments; Modification of Terms; Insured's Duties in the Event of Occurrence, Claim or Suit; Action Against the Company; Other Insurance; Nuclear Exclusion; and Definitions —Section II.

TUT 0005 2096

Part 10
GARAGE INSURANCE

ROYAL-GLOBE INSURANCE COMPANIES

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

NAMED INSURED	POLICY SYMBOL & NUMBER
Ramsay Motors, Inc. and Holiday Rent - A - Car, Inc.	WLU 22 91 68

ncipally ating as: [X] FRANCHISED DEALER [ ] NON-FRANCHISED DEALER [ ] REPAIR SHOP [ ] SERVICE STATION [ ] STORAGE GARAGE AND PUBLIC PARKING PLACE [ ] EQUIPMENT AND IMPLEMENT DEALER

tem 1. The insurance afforded is only with respect to such of the following coverages and hazards thereunder as are indicated by specific premium charge or harges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

	COVERAGES	HAZARDS	LIMITS OF LIABILITY	ADVANCE PREMIUMS
arage ability	G. Bodily Injury Liability	Garage operations including 1. All automobiles	$ 300,000 each person	$ 2,020.00
		2. Automobiles not Owned or Hired	$ 500,000 each occurrence	$
	H. Property Damage Liability	Garage operations including 1. All automobiles	$ 50,000 each occurrence	$ 761.00
		2. Automobiles not Owned or Hired	subject to $100 deductible as set forth in Limits of Liability provision	$
nses for edical rvices	I. Automobile Medical Payments	Premium Rate: Percentage of Cov. G Premium 7.9	$ each person	$
	J. & J. Automobile & Premises Medical Payments		$ 1,000 each person	$ 160.00
arage-epers' Legal iability	K-1 Fire and Explosion		Loc. No. / Max. No. of Customers' Automobiles Stored / Specific Limit Per Location	$ 71.00
	K-2 Theft of the entire automobile		1. 35 $ 30,000	$ included
	K-3 Riot and Vandalism, subject to $25 vandalism deductible		2. $	$ 20.00
	K-4 Collision or Upset, subject to $ 100 deductible. Limit of liability includes $5000 limit for loss to property other than automobiles.		3. $	$ 124.00
			Total Advance Premium	$ 3,156.00

(a) All automobiles owned by the named insured are used principally in garage operations of the named insured, except automobiles (1) assigned to the named insured, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.

(b) Automobiles owned by the named insured are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the named insured, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them, unless more than one automobile is furnished concurrently to such person and then show only the number of automobiles so furnished in excess of one):

NAME, AND POSITION OR RELATIONSHIP	NO. OF AUTOS	RATING CLASS	NAME, AND POSITION OR RELATIONSHIP	NO. OF AUTOS	RATING CLASS

3. The following are the addresses of all premises where the named insured conducts garage operations.

SHOW MAIN SALES LOCATION, IF ANY, AS LOCATION NO. 1. ENTER "SAME" IF SAME LOCATION AS ADDRESS IN ITEM 1 OF THE DECLARATIONS.

GARAGE LIABILITY

PREMIUM BASES	RATES (Per $100 of Remuneration) COVERAGE G	RATES (Per $100 of Remuneration) COVERAGE H	PREMIUM REDUCTION FACTOR / OTHER MODIFIERS (Identify)	ADVANCE PREMIUM COVERAGE G BODILY INJURY LIABILITY	ADVANCE PREMIUM COVERAGE H PROPERTY DAMAGE LIABILITY
(1)					
A 5,200	.929	.35	.75	36.00	14.00
B10,000	11.59	4.36	.75	869.00	327.00
C40,000	3.72	1.4	.75	1115.00	420.00
				2020.00	761.00

(1) Hazard 1: Class A / Class B / Class C Remuneration
(2) Hazard 2: Total Remun.
(3) No. of Furnished Autos
(1) (2) Per $100 of Remuneration
(3) Per Automobile

Minimum Premiums	LOC.	COV. G-B.I.	COV. H-P.D.	COV. I OR J & J
	1			
	2			
	3			

Countersigned by _____ Authorized Representative

TUT 003 2097

V. LIMITS OF LIABILITY

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

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

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

With respect to property damage to any automobile arising out of work completed by or for the named insured upon such automobile or part thereof, $100 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of property damage to such automobile as a result of any one occurrence, and the limit of the company's liability shall be the difference between such deductible amount and the limit of Property Damage Liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the named insured shall be adjusted at actual cost to him of labor and materials.

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

Coverages I and J—The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all medical expense incurred by or on behalf of each person who sustains bodily injury as the result of any one accident.

Coverages K-1, K-2, K-3 and K-4—Subject to the application of any deductible, the limit of the company's liability for loss at each location shall be the limit of liability stated in the schedule as applicable thereto; if, however, at the time of loss there were at the location where the loss occurred automobiles of others in the custody of the insured in excess of the maximum number of automobiles indicated in the schedule for such location, the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such automobiles stated for such location bears to the number of automobiles at such location at the time the loss occurred.

Subject to the application of the deductible stated in the schedule, the limit of liability applicable to Coverage K-4 for loss to property of a kind customarily left in charge of a garage, other than automobiles, is $5,000, which sum is included in the applicable limit of liability for loss at the location.

All of the terms of this policy apply irrespective of the application of any deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the named insured shall be adjusted at actual cost to him of labor and materials.

VI. POLICY PERIOD; TERRITORY

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

VII. ADDITIONAL DEFINITIONS

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

"automobile" means a land motor vehicle or trailer, other land equipment capable of moving under its own power, equipment for use therewith and animal drawn equipment. This definition replaces the definition of automobile set forth in the Definitions Section;

"automobile hazard" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.

(1) The ownership, maintenance or use (including loading and unloading) of any automobile for the purpose of garage operations, and (2) the occasional use for other business purposes and the use for non-business purposes of any automobile owned by or in charge of the named insured and used principally in garage operations, and (3) the ownership, maintenance or use of any automobile owned by the named insured while furnished for the use of any person.

Automobile Hazard 2.

The use in connection with garage operations of any automobile which is neither owned nor hired by the named insured, a partner therein or a member thereof, or a member of the same household as any such person.

"garage" means an automobile sales agency, repair shop, service station, storage garage or public parking place;

"garage operations" means the ownership, maintenance or use of the premises for the purposes of a garage and all operations necessary or incidental thereto;

"loss" means direct and accidental loss of or damage to property which occurs during the policy period;

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

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

"premises" means premises where the named insured conducts garage operations, and includes the ways immediately adjoining but does not include any portion of such premises upon which business operations are conducted by any other person or organization;

"trailer" includes semi-trailer.

VIII. ADDITIONAL CONDITIONS

A. Limitation of Coverage Under Any Other Liability Insurance Part
The insurance afforded under any other liability insurance made a part of this policy does not apply to garage operations, including the automobile hazard, for which insurance is afforded herein.

B. Insured's Duties in the Event of Loss
The insured's duties in event of loss under the Garage-keepers' Legal Liability Coverages shall be as provided in the Condition with respect to an occurrence, claim or suit. In the event of theft or larceny, the insured shall also promptly notify the police.

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

D. Non-Applicability of Subrogation Condition
The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this insurance.

COVERAGE G—BODILY INJURY LIABILITY
COVERAGE H—PROPERTY DAMAGE LIABILITY

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

Coverage G. *bodily injury or*
Coverage H. *property damage*

which this insurance applies, caused by an occurrence and arising out of ...rage operations, including only the automobile hazard for which insurance ...afforded as indicated in schedule, and the company shall have the right ...d duty to defend any suit against the insured seeking damages on account ... such bodily injury or property damage, even if any of the allegations of ...e suit are groundless, false or fraudulent, and may make such investigation ...d settlement of any claim or suit as it deems expedient, but the company ...all not be obligated to pay any claim or judgment or to defend any suit ...ter the applicable limit of the company's liability has been exhausted by ...yment of judgments or settlements.

...clusions

This insurance does not apply, under the Garage Liability Coverages:

...) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

...) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator at premises owned, rented or controlled by the named insured; but this exclusion does not apply to an escalator at premises which the named insured owns, rents or controls only in part unless the named insured operates, maintains or controls the escalator;

...c) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or diasability benefits law, or under any similar law;

...d) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to:

(1) any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or

(2) liability assumed by the insured under an incidental contract;

...e) ...dily injury or property damage arising out of the ownership, main... ...ice, operation, use, loading or unloading of any

... haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the named insured and not being delivered, demonstrated or tested,

(2) automobile

(i) while being used in any prearranged or organized racing, speed or in any stunting activity or in practice or preparation for any such contest or activity, or

(ii) while rented to others by the named insured unless to a salesman for use principally in the business of the named insured, or

(iii) while being used by the insured as a public or livery conveyance or for carrying property for a charge;

(3) watercraft owned or operated by or rented or loaned to any insured, or any other watercraft operated by any person in the course of his employment by any insured; but this exclusion (e)(3) does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(4) aircraft;

(f) to bodily injury or property damage arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the named insured by independent contractors, or acts or omissions of the named insured in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof;

(g) to property damage to

(1) property owned by, rented to or held for sale by the insured, or

(2) property in the care, custody or control of or being transported by the insured or property as to which the insured is for any purpose exercising physical control;

but part (2) of this exclusion does not apply to property damage arising out of the ownership, maintenance or use at the premises of any automobile servicing hoist designed to raise the entire automobile or to such insurance as is afforded for the use of elevators at the premises;

(h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(i) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(j) to property damage to any of the named insured's products if such property damage results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;

(k) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(l) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(m) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the insured under an incidental contract, or

(2) expenses for first aid under the Supplementary Payments provision;

(n) to bodily injury or property damage for which the insured or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part of (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

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

II. EXPENSES FOR MEDICAL SERVICES

COVERAGE I—AUTOMOBILE MEDICAL PAYMENTS
COVERAGE J—PREMISES MEDICAL PAYMENTS

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

Coverage I. to or for each person who sustains bodily injury caused by accident, while occupying any automobile which is being used by any person who is an insured under the bodily injury liability coverage with respect to such use;

Coverage J. to or for each person who sustains bodily injury, caused by accident, and arising out of the ownership, maintenance or use of the premises for the purposes of a garage, and all operations necessary or incidental thereto.

...ons

...s insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to bodily injury sustained by any employee of an insured under the bodily injury liability insurance arising out of and in the co... of his employment by such insured;

(b) under the Premises Medical Payments Coverage, to bodily injury sustained by

(1) any person while occupying or through being struck by an automobile away from the premises;

(2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(3) the named insured, or any partner therein or member thereof, or any employee of the named insured arising out of and in the course of his employment by the named insured;

(4) any person while engaged in maintenance, alteration, demolition or new construction operations for the named insured or for any lessor of the premises;

(c) under the Premises Medical Payments Coverage, to bodily injury arising out of

(1) the ownership, maintenance, operation, use, loading or unloading of any escalator at premises owned, rented or controlled by the named insured; but this exclusion (c)(1) does not apply to an escalator at premises which the named insured owns, rents or controls only in part unless the named insured operates, maintains or controls the escalator;

(2) structural alterations, new construction or demolition operations for the named insured by independent contractors or their subcontractors, or omissions or supervisory acts of the ...d in connection therewith;

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(d) under the Premises Medical Payments Coverage, to bodily injury resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the ...xication of any person, if the named insured is a person or organization ...ged in the business of manufacturing, distributing, selling or serving ...oholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion applies when the named insured is such an owner or lessor;

(e) under the Premises Medical Payments Coverage, to any medical expense for services by the named insured, any employee thereof, or any person or organization under contract to the named insured to provide such services;

(f) under the Automobile and Premises Medical Payments Coverages, to bodily injury sustained by an employee of any garage, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(g) under the Automobile and Premises Medical Payments Coverages, to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

III. GARAGEKEEPERS' LEGAL LIABILITY

COVERAGE K-1—FIRE AND EXPLOSION
COVERAGE K-2—THEFT of the entire automobile
COVERAGE K-3—RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM
COVERAGE K-4—COLLISION OR UPSET

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

Coverage K-1. loss to an automobile caused by fire or explosion other than explosion of tires;

Coverage K-2. loss to an automobile caused by theft of the entire automobile;

Coverage K-3. loss to an automobile caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each automobile $25 shall be deducted from each loss caused by malicious mischief or vandalism;

Coverage K-4. loss to an automobile or other property of a kind customarily left in charge of a garage caused by collision of the automobile or such property with another object or by upset thereof, but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages because of each loss, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

occurring while such automobile or other property is in the custody of the insured for safekeeping, storage, service or repair

(1) at a location stated in this policy or while temporarily removed therefrom in the ordinary course of the insured's business, or

away from the premises if the insured is attending such automobile or property;

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

The Supplementary Payments provisions of the policy are applicable to the insurance afforded for Garagekeepers' Legal Liability, except the provisions with respect to the cost of bail bonds and expenses for first aid.

Exclusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:

(a) to liability of the insured under any agreement to be responsible for loss;

(b) to an automobile or other property

(1) owned by or rented to

(i) the named insured or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,

(ii) an employee of the named insured or his spouse if a resident of the same household, unless the automobile or other property is in the custody of the named insured under an agreement for which a specific pecuniary charge has been made, or

(2) in the custody of the named insured for demonstration or sale;

(c) to loss by theft due to any fraudulent, dishonest or criminal act by the named insured, a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to loss arising out of the use of any elevator, or any automobile servicing hoist designed to raise an entire automobile;

(e) to defective parts, accessories or materials furnished or to faulty work performed on an automobile, out of which loss arises;

(f) to an automobile or other property while the automobile is being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

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

(h) to loss due to radioactive contamination;

(i) with respect to Coverages K-1 and K-3, to damages for loss of use of an automobile.

IV. PERSONS INSURED

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

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:

(1) the named insured;

(2) with respect to garage operations other than the automobile hazard;

(a) any employee, director or stockholder of the named insured while acting within the scope of his duties as such,

(b) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(c) if the named insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such,

(d) any person or organization having a financial interest in the garage operations of the named insured;

(3) with respect to the automobile hazard:

(a) any person while using, with the permission of the named insured, any automobile to which the insurance applies under the automobile hazard, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading of an automobile, such person shall be an insured only if if he is:

(i) a borrower of the automobile, or

(ii) a partner, member or employee of the named insured or of such borrower;

(b) any other person or organization but only with respect to his or its liability because of acts or omissions of the named insured or an insured under (a) above.

None of the following is an insured:

(i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;

(ii) any person or organization, other than the named insured or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the named insured;

(iii) any person or organization, other than the named insured, with respect to any automobile

(a) owned by such person or organization or by a member (other than the named insured) of the same household, or

(b) possession of which has been transferred to another by the named insured pursuant to an agreement of sale;

(iv) any partner, member or employee of the named insured or the spouse of such person, with respect to property damage to property owned by, rented to or held for sale by the named insured, or property in the care, custody or control of or transported by the named insured.

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

B. Under the Garagekeepers' Legal Liability Coverages:

(a) the named insured;

(b) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(c) any employee, director or stockholder of the named insured while acting within the scope of his duties as such; and

(d) if the named insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such.

Continued

Part 15 · AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)

ROYAL-GLOBE INSURANCE COMPANIES

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

NAMED INSURED	POLICY SYMBOL & NUMBER
Ramsay Motors, Inc. and Holiday Rent - A - Car, Inc.	WLU 22 91 68

1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Cover- applies only to such types of covered automobiles and to interests therein as are indicated, by entry herein, of one or more of the designating numerals for that pur- appearing in Item 1. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this insurance having ence thereto.

COVERAGES	COVERED AUTOMOBILES* TYPES AND INTERESTS THEREIN		LIMIT OF LIABILITY		PREMIUM (DEPOSIT PREMIUM IF "MONTHLY OR QUARTERLY REPORTING" BASIS)
	NEW	Used (including demonstrators & service vehicles)	EACH COVERED AUTOMOBILE	PER LOCATION AND "IN TRANSIT"	
COLLISION	NOT COVERED		Actual Cash Value less $ deductible	As stated In Item 2	$ N/C
FIRE, LIGHTNING OR TRANSPORTATION	NO	YES 1 & 4	Actual Cash Value		$ 68.00
THEFT	NO	YES 1 & 4	Actual Cash Value less deductible of $50 (☐ $100 if indicated by "☒") applicable as stated in "COVERAGE AGREEMENTS"		$ 387.00
SUPPLEMENTAL	NO	YES 1 & 4			$ 171.00

MINIMUM EARNED PREMIUMS	COLLISION	FIRE	FIRE & THEFT	SUPPLEMENTAL	TOTAL
	$	$ 50.	$ 50.	$ 50.	$ 626.00

PLANATION OF ENTRIES FOR DESIGNATING, THE INTERESTS INSURED HEREUNDER COVERED AUTOMOBILES TO WHICH THIS INSURANCE APPLIES:

=Named insured's interest in owned covered automobiles unencumbered by any security interest of a creditor of the named insured.

=Named insured's equity only, in covered automobiles encumbered by security interest of a creditor of the named insured.

=Named insured's and its secured creditor's interest, subject to Loss Payable Clause, in covered automobiles encumbered by any security interest of such creditor.

=All interests in consigned automobiles.

PREMIUM BASIS (Indicate Basis Agreed Upon by "☒")

A. Monthly Reporting. Values determined as—
- ☐ The average of the values for each day of the preceding month coming within the policy period
- ☐ The average of the values for the last business day of each week during preceding month coming within the policy period
- ☐ The values for the last business day of the preceding month coming within the policy period

B. Quarterly Reporting. Values determined as—
- ☐ The average of the values for the last business day of each of the preceding three months coming within the policy period
- ☐ The values for the last business day of every third month coming within the policy period

C. Non-Reporting ☒ stated limit of liability (named locations)

em 2. Locations and Limits of Liability, Rates and Premiums applicable thereto:
) NAMED LOCATIONS. The named insured represents that the specific locations named herein are all of the locations or spaces within locations owned, rented or controlled holly or in part and used by the named insured as places of display or storage of covered automobiles as of the effective date of this insurance. The limit of the com- ony's liability for each such named location shall be as stated herein, subject to all the terms of this insurance having reference thereto.

OCATION NO.	ADDRESS (SHOW MAIN SALES LOCATION AS LOCATION NO. 1)	LIMIT OF LIABILITY	RATES F=Fire, Lightning or Transportation Cov. S=Supplemental Cov.	PREMIUM Fire & Supplemental Coverages (If "Non-Reporting" Basis)
1	Parcel #405 Estate Annas Retreat	$ 45,000	F: .15	$ 68.00
			S: .38	$ 171.00
2		$	F:	$
			S:	$
3		$	F:	$
			S:	$
	Total Limit of Liability —All Named Locations	$	TOTAL PREMIUM— FIRE & SUPPLEMENTAL COVERAGES	$239.00

BLANKET ANNUAL RATES** COLLISION				BLANKET ANNUAL RATES** THEFT			
IF NOT SAME RATE FOR ALL LOCATIONS, LOCATION NO. PRECEDES APPLICABLE RATE			PREMIUM	IF NOT SAME RATE FOR ALL LOCATIONS, LOCATION NO. PRECEDES APPLICABLE RATE			PREMIUM
FIRST $50,000.	$50,001. TO $100,000.	OVER $100,000.		FIRST $50,000.	$50,001. TO $100,000.	OVER $100,000.	
			$	.86	.86	.86	$ 387.00

* Named Locations, based on (1) Monthly or Quarterly Reported Values or "Non-Reporting", Total Limit of Liability — Total Premium— Coll. & Theft Covges. $ 387.00

(b) UNNAMED LOCATIONS. The limit of the company's liability for unnamed locations shall be as stated herein, subject to all the terms of this Insurance having reference thereto:

EACH ADDITIONAL LOCATION	EACH TEMPORARY LOCATION	EACH COVERED AUTOMOBILE IN TRANSIT
$ 10,000	$ 10,000	$ 10,000

ITEM 3. LOSS PAYEE: AS STATED IN THE LOSS PAYABLE CLAUSE, ANY LOSS UNDER THIS INSURANCE IS PAYABLE AS INTEREST MAY APPEAR TO THE NAMED INSURED AND

Continued

made available for the use of the named insured, officers or employees thereof and privately stored at other than the **named locations**;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed monthly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the **named insured's** monthly statements and, upon notice thereof to the **named insured**, shall become due and payable. Upon expiration of this insurance or cancellation thereof by the **named insured**, the earned premium shall not be less than the minimum earned premium stated in the schedule;

(iii) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the **named insured's** failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(b) "Quarterly Reporting"

(i) The **named insured** shall render to the company, on or before the fifteenth day of the fourth month and of every third month thereafter a statement, on the form provided by the company, of the location of all **covered automobiles** and the actual cash value thereof at the close of business on a given day or days of the preceding three months, determined as indicated in the schedule. Each such quarterly statement of values reported for the **named location** identified in the schedule as the main sales location shall be inclusive of the actual cash value of all **covered automobiles** made available for the use of the **named insured**, officers or employees thereof and privately stored at other than the **named locations**;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed quarterly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the **named insured's** quarterly statements and, upon notice thereof to the **named insured**, shall become due and payable. Upon expiration of this insurance or cancellation thereof by the **named insured**, the earned premium shall not be less than the minimum earned premium stated in the schedule;

(iii) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the **named insured's** failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(c) "Non-Reporting"

Additional or return premiums for increase or reduction of the limits of liability at **named locations** shall be computed pro rata. Upon termination of Collision or Supplemental Coverage, if afforded, by expiration or demand of the **named insured**, the earned premium for such Coverage shall not be less than the minimum earned premium stated in the schedule.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

3. **Named Insured's Duties in Event of Loss**

In the event of **loss** the **named insured** shall:

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

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after **loss**, his sworn proof of **loss** in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **named insured** because of **loss** with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the **named insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

4. **Payment for Loss**

The company may pay for the **loss** in money or may repair or replace the damaged or stolen **covered automobile** or part thereof; but if requested by the company the **named insured** shall replace such **covered automobile** or part or furnish the labor and materials necessary for repairs thereto and the company shall pay only the actual cost to the **named insured**. The company may at any time before the **loss** is paid or the **covered automobile** is so replaced, at its expense return any stolen **covered automobile** to the **named insured**, with payment for any resultant damage thereto; or may take all or part of the damaged or stolen **covered automobile** at the agreed or appraised value but there shall be no abandonment to the company.

5. **Appraisal**

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

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

6. **Action Against Company**

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

7. **Other Insurance**

If the **named insured** has other insurance against a **loss** covered by this insurance, the company shall not be liable under this insurance for a greater proportion of such **loss** than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such **loss**.

8. **No Benefit to Bailee**

None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

9. **Terms of Insurance Conformed to Statute**

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

AMENDMENT OF "NAMED INSURED'S DUTIES IN EVENT OF LOSS" AND "APPRAISAL" CONDITIONS (KANSAS)

It is agreed that:

1. In the "Named Insured's Duties in Event of Loss" Condition, paragraph (a) is amended to read:
"(a) use every reasonable means to protect the **covered automobile** (whether or not this insurance applies to the loss) from further loss; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;"

2. In the "Appraisal" Condition, the term "30 days" is substituted for "60 days".

I. COVERAGE AGREEMENTS

The company will pay for loss to covered automobiles, under:

P. COLLISION—caused by collision;

Q. FIRE, LIGHTNING OR TRANSPORTATION—caused by

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the covered automobile is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the covered automobile is being transported;

R. THEFT—caused by theft or larceny;

T. SUPPLEMENTAL—caused by

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism,

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each covered automobile,

(i) under the Collision Coverage, such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

(ii) under the Theft Coverage, as respects loss to a covered automobile while stored or displayed at any open lot location other than a standard open lot, or in any building not securely enclosed and locked while unattended, this insurance shall apply only to the amount of each such loss in excess of the applicable deductible amount indicated in the schedule unless the entire covered automobile is taken or the loss occurs while the covered automobile is being transported or moved in the ordinary course of business;

(iii) under the Supplemental Coverage, the applicable deductible amount indicated in the schedule shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

2. GENERAL AVERAGE AND SALVAGE CHARGES

In addition to the applicable limits of liability, the company will, with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the named insured becomes legally liable.

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

Exclusions

This insurance does not apply:

(a) to any covered automobile while

(i) being used as a public or livery conveyance; or

(ii) in a building or premises occupied by the named insured as a factory or assembly plant, but this shall not be construed to mean salesrooms, service stations or garages; or

(iii) leased or rented to others, except while rented to a customer of the named insured while such customer's vehicle is temporarily left with the named insured for service or repair; or

(iv) being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or preparation for any such

(b) to more than 4 covered automobiles while waterborne on any single boat, barge, or lighter, but this exclusion shall not apply to covered automobiles in a railroad car being transported on a car ferry;

(c) to damage which is due and confined to:

(i) wear and tear, or

(ii) freezing, or

(iii) mechanical or electrical breakdown or failure,

unless such damage results from a theft covered by this insurance;

(d) to tires, unless

(i) loss be coincident with and from the same cause as other loss covered by this insurance; or

(ii) damaged by fire or stolen and, as to the covered automobile, loss caused by such damage or theft is covered by this insurance;

(e) to loss occurring

(i) prior to delivery of any covered automobile sold by the named insured if the purchaser thereof has other insurance against such loss;

(ii) after delivery of any covered automobile sold by the named insured, whether or not subject to any security interest;

(iii) after, or resulting from, the named insured's voluntarily parting with title to or possession of any covered automobile, if induced to do so by any fraudulent scheme, trick, device or false pretense, or from embezzlement, conversion, secretion, theft or larceny committed by any person entrusted by the named insured with custody or possession of the covered automobile;

(iv) at any additional location prior to the company's receipt of the named insured's report thereof, unless such loss occurs during the first 45 days after commencement of the use of such location;

(v) at any temporary location more than 7 days after commencement of its use;

(f) to loss due to

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

(ii) radioactive contamination;

(g) to loss to

(i) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the covered automobile;

(ii) any tape, wire, record disc or other medium for use with any device or instrumeent designed for the recording, reproduction, or recording and reproduction of sound;

(h) to the named insured's prospective profit or overhead charges of any nature;

(i) under the Collision Coverage, to any covered automobile while being driven, towed, or carried on any other land motor vehicle, trailer or semitrailer owned or hired by the named insured, from point of purchase or distribution to point of destination if such points are more than 50 road miles apart;

(j) under division (c) of the Fire, Lightning or Transportation Coverage, to loss to any covered automobile caused by the collision or upset of any land motor vehicle, trailer or semitrailer in or upon which the covered automobile is being transported;

(k) under the Supplemental Coverage, to loss resulting from rain, snow or sleet, whether or not wind-driven.

II. LIMIT OF LIABILITY

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

(a) the actual cash value of the covered automobile, or if the loss is to a part thereof the actual cash value of such part, at the time of loss; or

(b) what it would then cost to repair or replace such

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covered automobile or part thereof with other of like kind and quality, with deduction for depreciation;

provided that, unless with respect to such covered automobile the insurance afforded is designated in the schedule as applying to all parties at interest therein, the company shall not be liable for a greater proportion of any such loss than the amount at interest therein for the party whose interest is so designated bears to the actual cash value of such covered automobile at the time of such loss.

2. Subject to the above provisions respecting any one covered automobile, the limit of the company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed, as to all covered automobiles at one named, additional or temporary location, or as to a covered automobile in transit, the applicable limit of liability stated in the schedule; provided that, if the premium basis for this insurance is indicated in the schedule as:

(a) "Monthly Reporting"

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the monthly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the named location identified in the schedule as the main sales location, the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

but, if the first monthly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(b) "Quarterly Reporting"

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the quarterly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the named location identified in the schedule as the main sales location, the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

but, if the first quarterly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(c) "Non-Reporting"

The company shall not be liable for a greater proportion of such loss to any covered automobile than the total limits of liability stated in the schedule for all named locations bear to the aggregate actual cash value of all covered automobiles at the time of such loss.

I. POLICY PERIOD; TERRITORY

This insurance applies only to loss which occurs during the policy period, while the covered automobile is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof.

IV. ADDITIONAL DEFINITIONS

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

"additional location" means any location [illegible] controlled in whole or in part by the named insured which is (i) used as a place of display or storage of covered automobiles subsequent to the effective date of this insurance, and (ii) so reported to the company by the named insured;

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

"consigned automobile" means a land motor vehicle, trailer or semitrailer held by the named insured for sale, not owned by the named insured nor encumbered by a security interest of a creditor of the named insured;

"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is of a type designated in the schedule as a covered automobile to which this insurance applies and is:

(a) held by the named insured for sale; or

(b) used in the named insured's business as a sales agency or dealer for such vehicles, including repair service therefor, or as a demonstrator; or

(c) if so designated, a consigned automobile; or

(d) held by the named insured pending delivery after sale;

"loss" means direct and accidental loss or damage;

"named location" means the location, or space within the location, used by the named insured as a place of display or storage of covered automobiles, at each address shown in the schedule;

"security interest" means the interest of any creditor in a covered automobile which secures an obligation owed such creditor;

"standard open lot" means an open parking storage lot enclosed on all sides by a metal cyclone or equivalent fence not less than six feet in height, or bounded on one or more sides by the wall or walls of a building with no unprotected openings and with the exposed sides of the lot enclosed by a metal cyclone or equivalent fence not less than six feet in height, with openings securely locked when unattended;

"temporary location" means any location used by the named insured for the purpose of storing or displaying covered automobiles, other than a named or additional location or a location named in any other policy affording the named insured insurance against loss covered hereunder.

V. CONDITIONS

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

1. Limitation of Coverage Under Any Other Automobile Physical Damage Insurance Part

The insurance afforded under any other automobile physical damage insurance made a part of this policy does not apply to any covered automobiles, or parties at interest therein, for which insurance is afforded herein.

2. Premium

All premiums for this insurance shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The premium bases and rates for this insurance are as indicated in the schedule. If the premium basis so indicated is:

(a) "Monthly Reporting"

(i) The named insured shall render to the company, on or before the fifteenth day of each month a statement, on the form provided by the company, of the location of all covered automobiles and the actual cash value thereof at the close of business on a given day or days of the preceding month, determined as indicated in the schedule. Each such monthly statement of values reported for the named location identified in the schedule as the main sales location shall be inclusive of the actual cash value of [illegible] covered automobiles

Continued

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Part 12
PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE

ROYAL-GLOBE INSURANCE COMPANIES

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

Type Policy number and premium only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this coverage part forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise this coverage part is issued for attachment to and forms a part of the below numbered policy, effective on the date indicated, at 12:01 A.M., Standard Time as stated in the policy.

SIGNED BY

Authorized Representative

)MPANY

END. EFF. DATE MONTH / DAY / YEAR	ADDITIONAL PREM.	POLICY NUMBER
	$	WLU 22 91 68

Named Insured (and address when necessary for mailing)

Producer (and address for mailing)

chedule

COVERAGE	LIMITS OF LIABILITY		TOTAL ADVANCE PREMIUM
	EACH PERSON	EACH ACCIDENT	
U. Uninsured Motorists	$ 10,000	$ 20,000	$ 40.00

DESIGNATED INSURED	ADVANCE PREMIUM
	$
	$
	$
	$

Description of Insured Highway Vehicles (Check appropriate box)

- ☐ Any automobile owned by the named insured
- ☒ Any private passenger automobile owned by the named insured
- ☐ Any highway vehicle to which are attached dealer's license plates issued to the named insured
- ☐ Any highway vehicle described below (model year, trade name, identification number) and a highway vehicle ownership of which is acquired during the policy period by the named insured as a replacement therefor
- ☐ Any mobile equipment owned or leased by and registered in the name of the named insured
- ☐

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

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

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

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tration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

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

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the insured, or

(b) if the insured be a minor to his parent or guardian, or

(c) if the insured be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured highway vehicle" shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

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

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

"uninsured highway vehicle" means:

(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a hit-and-run vehicle;

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

(i) an insured highway vehicle,

(ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Premium.

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

B. Proof of Claim; Medical Reports.

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

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

C. Assistance and Cooperation of the Insured.

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

D. Notice of Legal Action.

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

E. Other Insurance.

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

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

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbi-

cuted by the insured with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to **bodily injury** to an **insured** with respect to which such **insured**, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to **bodily injury** to an **insured** while **occupying** a **highway vehicle** (other than an **insured highway vehicle**) owned by the **named insured**, any **designated insured** or any relative resident in the same household as the **named** or **designated insured**, or through being struck by such a vehicle, but this exclusion does not apply to the **named insured** or his relatives while **occupying** or if struck by a **highway vehicle** owned by a **designated insured** or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the **named insured** and any **designated insured** and, while residents of the same household, the spouse and relatives of either;

(b) any other person while **occupying** an **insured highway vehicle**; and

(c) any person, with respect to damages he is entitled to recover because of **bodily injury** to which this insurance applies sustained by an **insured** under (a) or (b) above.

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

III. LIMITS OF LIABILITY

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

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

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

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

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

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

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

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

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

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

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

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

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

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

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

(c) a vehicle while located for use as a residence or premises;

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

(a) there cannot be ascertained the identity of either the operator or owner of such **highway vehicle;**

(b) the **insured** or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the **insured** or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(c) at the company's request, the **insured** or his legal representative makes available for inspection the vehicle which the **insured** was **occupying** at the time of the accident;

"insured highway vehicle" means a **highway vehicle:**

(a) described in the schedule as an **insured highway vehicle** to which the **bodily injury** liability coverage of the policy applies;

(b) while temporarily used as a substitute for an **insured highway vehicle** as described in subparagraph (a)

cuted by the insured with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;

(b) any other person while occupying an insured highway vehicle; and

(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

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

III. LIMITS OF LIABILITY

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

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

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

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

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

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

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

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

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

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

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

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

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

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

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

(c) a vehicle while located for use as a residence or premises;

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

(a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;

(b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle:

(a) described in the schedule as an insured highway vehicle to which the bodily injury liability coverage of the policy applies;

(b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a)

EMPLOYER'S NON-OWNERSHIP AUTOMOBILE LIABILITY INSURANCE ENDORSEMENT

Form MLB-222 (Ed. 10-66)

SCHEDULE

The limits of the Company's liability are on the basis and for the amounts designated below:

Limits of Liability

Bodily Injury Liability: $ 300,000 each person.
$ 500,000 each occurrence.

Property Damage Liability: $ 50,000 each occurrence. Advance Premium $ Incl.

In consideration of the payment of premium and subject to all the terms of this endorsement, the Company agrees with the named insured as follows:

I. BODILY INJURY OR PROPERTY DAMAGE LIABILITY COVERAGE

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

bodily injury or property damage

to which this insurance applies caused by an occurrence and arising out of the use by any person, other than the named insured, of a non-owned private passenger automobile in the business of the named insured, or arising out of the use in such business by an employee of the named insured of any non-owned commercial automobile if the use of such commercial automobile is occasional and infrequent, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by the payment of judgments or settlements.

Exclusions

This insurance does not apply:

a. to liability assumed by the insured under any contract or agreement;

b. to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

c. to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured, but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits thereof are in whole or in part either payable or required to be provided under any workmen's compensation law;

d. to property damage to (1) property owned or being transported by the insured or (2) property rented to or in the care, custody and control of the insured, or as to which the insured is for any purpose exercising physical control, other than property damage to a resident or a private garage by a private passenger automobile covered by this insurance.

II. PERSONS INSURED

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

a. the named insured;

This Endorsement must be attached to Change Endorsement MLB-20 when issued after the Policy is written.

TUT 003 2110

b. any partner or executive officer of the named insured.

None of the following is an insured:

a. any person engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;

b. any partner or executive officer with respect to an automobile owned by such partner or officer or a member of his household;

c. any person while operating an automobile sales agency, repair shop, service station, public garage or public parking space with respect to any occurrence arising out of any operation thereof but this exclusion does not apply to the named insured.

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

III. LIMITS OF LIABILITY

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

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

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

IV. ADDITIONAL DEFINITIONS

When used in reference to this insurance:

"commercial automobile" means an automobile of the truck type or other automobile designed for the transportation of material or merchandise over public roads;

"non-owned automobile" shall mean an automobile not owned in whole or in part by, registered in the name of, hired by, leased by or loaned to the named insured, or if the named insured is a partnership any partner therein;

"private passenger automobile" mean a 4-wheel private passenger or station wagon type automobile;

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

V. ADDITIONAL PROVISIONS

Excess Insurance — Non-Owned Automobiles

This insurance shall be excess insurance over any other valid and collectible insurance available to the Insured.

VI. OTHER PROVISIONS APPLICABLE TO THIS ENDORSEMENT

a. The following provisions applicable to Section I and II of the policy are applicable to this endorsement: War Risk Exclusion; Inspection and Audit; Cancellation; Subrogation; and paragraph (2) of Policy Period, Territory.

b. The following provisions applicable only to Section II are applicable to this endorsement: Supplementary Payments; Premium; Insured's Duties in the Event of Occurrence, Claim or Suit; Action Against the Company; Nuclear Exclusion; and Definitions — Section II.

TUT 003 2111

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

GARAGE INSURANCE

A6103

USE OF OTHER AUTOMOBILES COVERAGE - BROAD FORM

Name of Individual:	Premium		
	Bodily Injury Liability	Property Damage Liability	Automobile Medical Payments
Robert Ramsay	41.00	6.00	5.00
Rita Ramsay	41.00	6.00	5.00
Nancy Ramsay	41.00	6.00	5.00
Jane Cole	41.00	6.00	5.00
Laura Ramsay	41.00	6.00	5.00
	205.00	30.00	25.00

Total Premium $ 260.00

It is agreed that the insurance afforded by the policy with respect to the use of automobiles described in the Automobile Hazard also applies,

I. Under the bodily injury liability and property damage liability coverages, to bodily injury or property damage arising out of the use of any other automobile by the insured;

II. Under the Automobile Medical Payments coverage, to bodily injury, caused by accident, to

(a) the individual named below and, while residents of the same household as such individual, his spouse and the relatives of either, while occupying any other automobile, and

(b) any other person occupying any other automobile, if the bodily injury results from the operation of such automobile by such named individual or spouse or on their behalf by their private chauffeur or domestic servant, or from the occupancy of such automobile by the named insured or spouse, and

(c) such named individual and, while residents of the same household as the named insured, his spouse and the relatives of either, sustained, while a pedestrian, through being struck by an automobile;

subject to the following additional provisions:

1. As used with respect to paragraph I, "insured" means

(a) the individual named below or his spouse, if a resident of the same household, and

(b) any other person or organization not owning or hiring the automobile, but only with respect to his or its liability because of acts or omissions of an insured under (a) above.

2. When used in reference to this insurance, the definition of "automobile" is amended to include only such trailers as are designed for use with a private passenger automobile if not being used for business purposes with another type automobile; but under the Automobile Medical Payments coverage, "automobile" does not include

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

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

   (iii) a home, office, store, display or passenger trailer, or

   (iv) any land motor vehicle or trailer while located for use as a residence or premises.

3. Additional Definition When used in reference to this insurance

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

4. Exclusion (e) of the Garage Liability coverage does not apply to the insurance afforded by this endorsement.

5. Exclusions

   This insurance does not apply:

   (a) to any insured while engaged in the business of his employer with respect to bodily injury to a fellow employee of such insured injured in the course of his employment;

   (b) to any insured while employed in or otherwise engaged in duties in connection with the business or occupation of selling, repairing, servicing, storing or parking automobiles;

   (c) if the individual named below is an employee, to the employer of such individual;

   (d) if the individual named below is a partner, to the partnership of which such individual is a member;

   (e) to any automobile owned by such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;

   (f) to any automobile while used in the business or occupation of the named individual or spouse except an automobile operated or occupied by such named insured, spouse, private chauffeur or domestic servant;

   (g) under the Automobile Medical Payments coverage, to any automobile while being used by the insured as a public or livery conveyance; but this exclusion does not apply to bodily injury or property damage which results from the insured's occupancy of such automobile other than as the operator thereof.

6. Excess Insurance The insurance under paragraph I shall be excess insurance over any other valid and collectible insurance available to the insured.

   The insurance under paragraph II shall be excess insurance over any other valid and collectible Automobile Medical Payments insurance or Automobile Medical Expense insurance.

7. The insurance afforded because of the naming herein of any individual is only with respect to such of the following coverages as are indicated by specific premium charge or charges for such person.

CONTINGENT EMPLOYERS' LIABILITY
"STOP GAP"

I. SCHEDULE

Limits of Liability

$ 300 ,000 each employee
$ 500 ,000 each accident
$,000 aggregate disease

Classification of Operations *on which rate is based*	Code #	Estimated Total Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium

Minimum Premium $ 25.00 ; Deposit Premium $ 25.00 ; Total Estimated Annual Premium $ 25.00

MINOR LINE CODE 441

It is agreed that with respect to any employment by the Insured which comes under the Workmen's Compensation or Occupational Disease Act of the state(s) of *(Insert Name of State(s)* _____

(1) Insured has complied with all the provisions of said act or law; and (2) the Insured is contributing to and will continue to contribute to the respective state compensation, accident or medical fund by declaring to the department, commission or board prescribed by said act or law, the remuneration, "man hours" or other required basis of premium of all his employees whose employment is subject to said act or law.

It is further agreed that the Company will pay on behalf of the Insured all sums which the insured shall become obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained in the United States of America, its territories or possessions, or in Canada, by any employee of the Insured described in this agreement, (paragraph I) of this endorsement, arising out of and in the course of his or her employment by the Insured.

2. Limits of Liability

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom", include damages for care and loss of services and damages for which the Insured is liable by reasons of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the Insured arising out of and in the course of their employment.

The limit of the Company's liability stated in the Schedule as applicable to "each employee" is the limit of the Company's liability for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by any one employee in any one accident, or bodily injury by disease, including death at any time resulting therefrom, sustained by any one employee; the limit of liability stated in the Schedule as "each accident" is, subject to the foregoing provision respecting each employee, the total limit of the Company's liability for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by two or more employees in any one accident; and the limit of liability stated in the Schedule as "aggregate disease" is, subject to the foregoing provision respecting each employee, the total limit of the Company's liability for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by employees in the operations described in the Schedule.

The inclusion herein of more than one insured shall not operate to increase the limits of the Company's liability.

II. DEFENSE; SETTLEMENT, SUPPLEMENTARY PAYMENTS

As respects the insurance afforded by the other terms of this endorsement the Company shall:

(a) Defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or su ground lse fraudulent; but the Company may make such investigation, negotiation and settlement of any cl suit as ns nt;

(b) pay all premiums on both to release attachments for an amount not in excess of the applicable limit of liability of this endorsement, all premiums on appeal bonds required in any such defended proceeding or suit, but without any obligation to apply for or furnish such bonds;

(c) pay all expenses incurred by the Company, all costs taxed against the insured in any such proceeding or suit and all interest accruing after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;

(d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request.

The amounts incurred under this insuring agreement, except settlements of claims and suits are payable by the Company in addition to the amounts payable under the applicable limit of liability as described herein.

III. EXCLUSIONS

Such insurance as is afforded by this endorsement does not apply:

(a) To bodily injury or death resulting therefrom caused intentionally by or at the direction of the insured;

(b) to liability assumed by the insured under any contract or agreement;

(c) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law;

(d) to (1) punitive or exemplary damages on account of bodily injury, disease or death therefrom of any employee employed in violation of law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;

(e) to any claim brought against the insured by or on behalf of any employee for bodily injury or death resulting therefrom (1) if benefits therefor under any workmen's compensation or occupational disease law are accepted by or on behalf of such employee or (2) with respect to which the insured's defenses have been abrogated by reason of the insured's failure to comply with the provisions of any workmen's compensation or occupational disease law;

(f) to bodily injury or death resulting therefrom (1) sustained by any member of the flying crew of an aircraft, (2) sustained by a master or member of the crew of any vessel, (3) sustained by any employee of the insured in the course of an employment subject to the Federal Employers' Liability Act, U. S. Code (1946) Title 45, Section 51-60; (4) sustained by any employee not described in the agreements (paragraph 1) of this endorsement, or (5) sustained by any employee whose remuneration has not been included in the total remuneration upon which the premium for this endorsement is based;

(g) to bodily injury by disease or death resulting therefrom unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom.

(h) to bodily injury by disease or death resulting therefrom unless benefits for this coverage are provided by a workmen's compensation fund.

IV. DEFINITIONS

1. Bodily Injury by Accident; Bodily Injury by Disease.

The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "Bodily injury by accident".

2. Assault and Battery.

Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

3. Application of Endorsement.

This endorsement applies only to injury (1) caused by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

V. CONDITIONS

The "Insuring Agreements", "Limits of Liability" and "Exclusions" of the policy of which this endorsement is made a part shall not apply to the insurance afforded by this endorsement. Otherwise all other terms and conditions of such policy, so far as the same are not inconsistent with the expressed obligations of this endorsement, are hereby made a part of this endorsement as fully and completely as though written or printed herein.

VI. PREMIUM

In consideration of the foregoing, the insured agrees to pay a premium based on the entire payroll during the term of this endorsement of all employees reported to the state authority prescribed.

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION AMENDATORY ENDORSEMENT

IL 00 01
(Ed. 11-77)

REGARDLESS OF ANY OTHER PROVISION OF THIS POLICY, THIS POLICY DOES NOT APPLY TO PUNITIVE OR EXEMPLARY DAMAGES.

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TUT 003 2116

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

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

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

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

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

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

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

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

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

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

CONDITIONS

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

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

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

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

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

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

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

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

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

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

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against

...insured to determine the insured's ...bility, nor ... the company ...impleaded by the insured or his legal representative. Bankruptcy or ...sol... of the insured or of the insured's estate shall not relieve e... ...y of any of its obligations hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

Joseph A. Bambury Jr.
Corporate Secretary

H. Clay Johnson
President/U.S. Manager

CANCELLATION CONDITION—AMENDMENT OF FIRST PARAGRAPH

Applicable to policies issued or delivered in Michigan

It is agreed that with respect to the "Cancellation" provisions of the policy:

1. The words "at the address shown in this policy", appearing in the first paragraph of the "Cancellation" Condition, are amended to read "at his address last known to the company or its authorized agent".
2. The provisions (if forming a part of the policy) of the endorsement entitled "Amendment of Termination Provisions (Michigan)" apply as stated therein.
3. The provisions, if any, forming a part of the policy which (by endorsement or otherwise) amend the "Cancellation" provisions of the policy other than as stated or designated in this endorsement are deleted.

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TUT 003 2118

A STOCK COMPANY

POLICY NUMBER **GAL** 5001453

RAMSAY MOTORS; HOLIDAY RENT A CAR
AND R & R PROPERTIES, INC. A.T.I.M/
405 ANNA'S RETREAT
ST THOMAS
USVI 00801

NAME O/ INSURED

SEPTEMBER 20, 1981 to SEPTEMBER 20, 1982

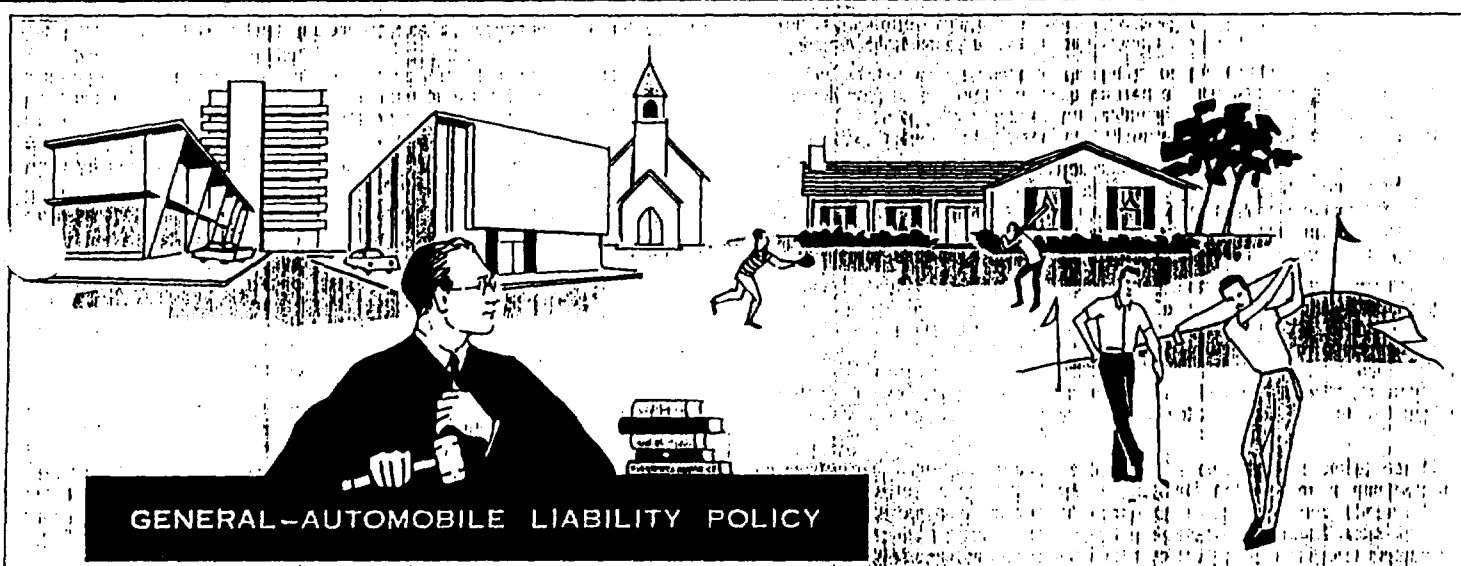
XPIRES

ANTILLES INSURANCE, INC.
P.O. BOX 2698
ST THOMAS, USVI 00801

ENT

.DRESS

GENERAL—AUTOMOBILE LIABILITY POLICY



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AFIA
WORLDWIDE INSURANCE

AFIA, founded in 1918, is the leading association of American capital stock insurance companies providing Fire, Marine and Casualty insurance protection and surety bonding outside the states of the United States of America and the provinces of Canada. It operates in almost 80 countries with over 200 branches in key cities around the globe.

AFIA's Branch office in the Virgin Islands:
Palm Passage, Suites No. B23-26
24 Dronningens Gade
St. Thomas, U.S. Virgin Islands 00801

AFIA Worldwide headquarters: 1700 Valley Road, Wayne, New Jersey, USA, 07470

TUT 003 2119

(A stock insurance company, herein called the company)

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

Supplementary Payments

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

expenses incurred by the company, all costs taxed against the insured uit defended by the company and all interest on the entire amount of any t therein which accrues after entry of the judgment and before the com- s paid or tendered or deposited in court that part of the judgment which t exceed the limit of the company's liability thereon;

emiums on appeal bonds required in any such suit, premiums on bonds to attachments in any such suit for an amount not in excess of the applicable liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

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

(d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

Definitions

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

mobile" means a land motor vehicle, trailer or semitrailer designed for on public roads (including any machinery or apparatus attached thereto), s not include mobile equipment;

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

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

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

hen all operations to be performed by or on behalf of the named insured under e contract have been completed,

hen all operations to be performed by or on behalf of the named insured at e site of the operations have been completed, or

ien the portion of the work out of which the injury or damage arises has en put to its intended use by any person or organization other than another ntractor or subcontractor engaged in performing operations for a principal a part of the same project.

erations which may require further service or maintenance work, or correc- repair or replacement because of any defect or deficiency, but which are wise complete, shall be deemed completed.

e completed operations hazard does not include bodily injury or property dam- arising out of

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

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

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

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

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

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

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an

...nuclear ...fission in a self-supporting chain reaction or to ...es of America, ...fissionable material;
...3) applies only "property damage" includes all forms of radioactive conta

GENERAL-AUTOMOBILE LIABILITY POLICY PROVISIONS PART ONE

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integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

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

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

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

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

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

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

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

Conditions

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

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

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit. The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

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

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

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

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

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

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

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

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

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

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

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

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

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

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

9. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall

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such insurance as is afforded by this policy shall apply (1) to the named ed's legal representative, as the named insured, but only while acting within scope of his duties as such, and (2) with respect to the property of the d insured, to the person having proper temporary custody thereof, as insured, nly until the appointment and qualification of the legal representative.

T Year Policy. If this policy is issued for a period of three years any o company's liability stated in this policy as "aggregate" shall apply ater to each consecutive annual period thereof.

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

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

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

IN WITNESS WHEREOF, the company has caused this policy to be signed by its duly authorized representative.

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

Nuclear Energy Liability Exclusion Endorsement--Broad Form

; agreed that:

The policy does not apply:

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

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability nsurance Association, Mutual Atomic Energy Liability Underwriters or uclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

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

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

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

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

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

COUNTERSIGNATURE DATE	RENEWAL OR REPLACEMENT
9/18/81	GAL 5001074

GENERAL—AUTOMOBILE LIABILITY POLICY

Part Two. This Declarations page and Coverage Part(s) with "Policy Provisions-Part One" completes the below numbered

Item	DECLARATIONS	POLICY NUMBER GAL 5001453
1.	Named Insured	RAMSAY MOTORS; HOLIDAY RENT A CAR AND R & R PROPERTIES, INC. A.T.I.MA.
	ADDRESS: (Number & Street, Town & Zip No.)	405 ANNA'S RETREAT ST THOMAS USVI 00801
2.	Policy Period: 12:01 A. M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From:	SEPTEMBER 20, 1981 To: SEPTEMBER 20, 1982
	REPRESENTATIVE: Agent or Broker	ANTILLES INSURANCE, INC.
	Office Address	P.O. BOX 2698
	Town	ST THOMAS, USVI 00801

COVERAGE is provided in the AFIA member company designated below:

THE HOME INSURANCE COMPANY

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

	LIMITS OF LIABILITY			ADVANCE PREMIUM
☐ Comprehensive General Liability Insurance				
☐ Owners', Landlords, and Tenants' Liability Insurance				
☐ Manufacturers' and Contractors' Liability Insurance				
☐ Contractual Liability Insurance				
☐ Completed Operations and Products Liability Insurance	EACH OCCURRENCE	AGGREGATE		
Bodily Injury Liability	$	$		$
Property Damage Liability	$	$		$
	EACH PERSON	EACH ACCIDENT		
☐ Premises Medical Payments Insurance	$	$		$
	AGGREGATE			
☒ Personal Injury Liability Insurance	$500,000			$ 312
☐ Comprehensive Personal Insurance	EACH PERSON	EACH OCCURRENCE	EACH ACCIDENT	
☐ Farmer's Comprehensive Personal Insurance				
Personal Liability	XXXXXX	$	XXXXXX	
Personal Medical Payments	$	XXXXXX	$	$
Physical Damage to Property	XXXXXX	$	XXXXXX	
(Applicable to Farmer's Comprehensive Personal Insurance only) Animal Collision	Market value not exceeding $400 each animal			$
☐ Basic Automobile Liability Insurance	EACH PERSON	EACH OCCURRENCE		
☐ Comprehensive Automobile Liability Insurance				
Bodily Injury Liability	$	$		$
Property Damage Liability	XXXXXX	$		$
	EACH PERSON	EACH ACCIDENT		
☒ Automobile Medical Payments Insurance	$ 1,000	XXXXXX		$
☒ Uninsured Motorists Insurance	$ 10,000	$ 20,000		$ 75
☒ Garage Insurance	See Coverage Part for Limits of Liability			$ 3547
☐ Automobile Physical Damage Insurance (Non-Fleet)	See Coverage Part for Limits of Liability			$
☒ Automobile Physical Damage Insurance (Dealers)				$ 785
☐ Schedule Automobile Liability Insurance	See Coverage Part for Limits of Liability			$
Endorsements and Additional Coverage Parts # (IDENTIFY BY FORM NUMBERS)	See Endorsement "A"			$ 132
†If Policy Period more than one year and the premium is to be paid in installments, premium is payable: On effective date of policy $	1st Anniversary $	2nd Anniversary $	Total Advance Premium	$ 4851
Audit Period: Annual, unless otherwise stated.**				

4. The named insured is: individual ☐ ; partnership ☐ ; corporation ☒ ; joint venture ☐ ; other ☐

5. During the past three years no insurer has cancelled insurance, issued to the named Insured, similar to that afforded hereunder, unless otherwise stated herein:** Exception noted

**ABSENCE OF AN ENTRY MEANS "NO EXCEPTION". † not applicable in Texas

9/18/81

Countersigned by R. L. Stanbrough ANTILLES INSURANCE, INC.

Authorized Representative

TUT 003 2123

ALL PURPOSE ENDORSEMENT

ollowing spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Policy.

Endorsement, Effective	Forms a Part of Policy No.	Of the
tember 20, 1981	GAL 5001453	HOME INSURANCE COMPANY

ied To

RAMSEY MOTORS, HOLIDAY RENT A CAR & R & R PROPERTIES, INC. A.T.I.M.A.

isideration of an Additional Premium of $ Nil a Return Premium of $ Nil

nderstood and agreed that the Policy is amended as follows:

IM	DESCRIPTION	EDITION
)50J	General Automobile Liability Policy Provisions	4/78
)61s	Garage Insurance	1/74
5079	Use of Other Automobile Coverage - Broad Form	7/66
lt. B 18	Theft & Vandalism Deductible Automobile Physical Damage Insurance (Dealers)	7/76
lt. C)62s	Flood Exclusion	
)	Uninsured Motorists Insurance Coverage	1/73
L.M.C.)	Personal Injury Liability Coverage	1/73
P.R.	Employer's Liability Stop-Gap Endt.	7/77
L 4	Lender's Loss Payable Clause	7/58
	Amendatory Endorsement	10/77

ANTILLES INSURANCE, INC.

Authorized Representative

NO. 1514-25M (REV. 9/75)

TUT 003 2124

GARAGE INSURANCE COVERAGE PART

LE

General—Automobile Liability Policy No. GAL5001453

Item 1. The insurance afforded is only with respect to such of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	HAZARDS	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Garage Liability (Garage operations including) G. Bodily Injury Liability	Automobile Hazard 1	$ 300,000 each person	$ 2105.
	Automobile Hazard 2	$ 500,000 each occurrence	
	Automobile Elevators—"Pigeon Hole" Type		
H. Property Damage Liability	Automobile Hazard 1	$ 50,000 each occurrence	947.
	Automobile Hazard 2	subject to $100 deductible as set	
	Automobile Elevators—"Pigeon Hole" Type	forth in Limits of Liability provision	
Expenses for Medical Services I. Automobile Medical Payments	Prem. Rate: Percentage of Cov. G Prem. ------ %	$ 1,000 each person	
I. and J. Automobile and Premises Medical Payments	------ 8.5 %		179
Garagekeepers' Legal Liability K-1. Fire and Explosion	Specific limit per location as stated in Item 3 subject to: $25 vandalism deductible $ deductible.	Limit of liability includes $5000 limit for less to property other than automobiles	
K-2. Theft of the entire automobile			91
K-3. Riot and Vandalism			
K-4. Collision or Upset			80
		Total Advance Premium	$ 3402

2. (a) All automobiles owned by the named insured are used principally in garage operations of the named insured, except automobiles (1) assigned to the named insured, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.
(b) Automobiles owned by the named insured are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the named insured, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them unless more than one automobile is furnished concurrently to such person, and then show only the number of automobiles so furnished in excess of one):

Name		Number of Such Automobiles	Name		Number of Such Automobiles
Name			Name		

3. The following are the addresses of all premises where the named insured conducts garage operations. (If more than one, see Schedule attached.)

GARAGE LIABILITY

Loc. No.	Address (show main sales location, if any, as Location No. 1)	Premium Basis Class	Remuneration	Rates Coverage G Per $100 of Remuneration	Rates Coverage H Per $100 of Remuneration	Advance Premium Coverage G	Advance Premium Coverage H	Minimum Premium
1.		A	10,400	$ .865	$ .394	$ 90	$ 41	Coverage G $ 632
		B	2,000	10.797	4.848	216	97	Coverage H $ 237
		C	52,000	3.46	1.555	1799	809	Coverage I $
		Total † Furnished Automobile		Per Automobile		2105	947	
	Automobile Elevators—"Pigeon Hole" Type	No. Insured		Each				Coverage I & J $

GARAGEKEEPERS' LEGAL LIABILITY

Loc. No.	Max. No. of Customers' Automobiles Stored	Limit of Liability
1.	35	$ 30,000
2.		$
3.		$

The business of the named insured at Location No. 1 is:
☒ Franchised Dealer ☐ Non Franchised Dealer ☐ Repair Shop
☐ Service Station ☐ Storage Garage or Public Parking Place ☐ Equipment and Implement Dealer

†USE TOTAL REMUNERATION AS PREMIUM BASIS FOR HAZARD 2.

n ... as a premium basis:

n ... on" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject an ... age weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum with respect to Dealer Risks (Hazard 1) $5,200 per annum with respect to Non-Dealer Risks (Hazard 2).

ss A" means all clerical office employees.

ss B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse an active proprietor or officer) who customarily drive an automobile owned by the named insured; and all salesmen, general managers, service managers and ...ffeurs.

ss C" means all other employees.

... No. L4061S Ed. 10-1-56 (Rev. 1-1-73)

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person so designated but only with respect to the
of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

any employee, director or stockholder of the named insured while acting within the scope of his duties as such; and

if the named insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his as such.

MITS OF LIABILITY

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

erage G—The limit of bodily injury liability stated in the schedule as ap- le to "each person" is the limit of the company's liability for all damages, ling damages for care and loss of services, because of bodily injury sustained e person as the result of any one occurrence; but subject to the above pro- respecting "each person", the total liability of the company for all dam- including damages for care and loss of services, because of bodily injury ined by two or more persons as the result of any one occurrence shall not d the limit of bodily injury liability stated in the schedule as applicable to occurrence".

verage H—Subject to the following paragraph, the total liability of the com- for all damages because of all property damage sustained by one or more ons or organizations as the result of any one occurrence shall not exceed the of property damage liability stated in the schedule as applicable to "each rrence".

th respect to property damage to any automobile arising out of work com- d by or for the named insured upon such automobile or part thereof, $100 be deducted from the total amount of all sums which the insured shall become ly obligated to pay as damages on account of property damage to such auto- le as a result of any one occurrence, and the limit of the company's liability be the difference between such deductible amount and the limit of Property age Liability stated in the schedule. All of the terms of this policy apply pective of the application of the deductible amount and the company may pay part or all of the deductible amount to effect settlement of any claim or suit upon notification of the action taken, the insured shall promptly reimburse the pany for such part of the deductible amount as has been paid by the company.

epairs by the named insured shall be adjusted at actual cost to him of labor materials.

overages G and H—For the purpose of determining the limit of the company's ilit bodily injury and property damage arising out of continuous or repeated ost substantially the same general conditions shall be considered as arising of occurrence.

overages I and J—The limit of liability for medical payments stated in the edule as applicable to "each person" is the limit of the company's liability all medical expense incurred by or on behalf of each person who sustains bodily ry as the result of any one accident.

overages K-1, K-2, K-3 and K-4—Subject to the application of any deductible, limit of the company's liability for loss at each location shall be the limit of ility stated in the schedule as applicable thereto; if, however, at the time of s there were at the location where the loss occurred automobiles of others in custody of the insured in excess of the maximum number of automobiles indi- ed in the schedule for such location, the company shall not be liable for a ater proportion of the amount for which it otherwise would be liable than the ximum number of such automobiles stated for such location bears to the number automobiles at such location at the time the loss occurred.

Subject to the application of the deductible stated in the schedule, the limit liability applicable to Coverage K-4 for loss to property of a kind customarily left charge of a garage, other than automobiles, is $5,000, which sum is included in applicable limit of liability for loss at the location.

All of the terms of this policy apply irrespective of the application of any de- ctible amount and the company may pay any part or all of the deductible amount effect settlement of any claim or suit and, upon notification of the action taken, insured shall promptly reimburse the company for such part of the deductible ount as has been paid by the company.

Repairs by the named insured shall be adjusted at actual cost to him of labor d materials.

occurs within the territory described in paragraph (1) or (2) of the definition of policy territory.

VII. ADDITIONAL DEFINITIONS

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

"automobile" means a land motor vehicle or trailer, other land equipment capable of moving under its own power, equipment for use therewith and animal drawn equipment. This definition replaces the definition of automobile set forth in the Definitions Section;

"automobile hazard" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.

(1) The ownership, maintenance or use (including loading or unloading) of any automobile for the purpose of garage operations, and (2) the occasional use for other business purposes and the use for non-business purposes of any automobile owned by or in charge of the named insured and used principally in garage operations, and (3) the ownership, maintenance or use of any automobile owned by the named insured while furnished for the use of any person.

Automobile Hazard 2.

The use in connection with garage operations of any automobile which is neither owned nor hired by the named insured, a partner therein or a member thereof, or a member of the same household as any such person.

"garage" means an automobile sales agency, repair shop, service station, storage garage or public parking place;

"garage operations" means the ownership, maintenance or use of the premises for the purposes of a garage and all operations necessary or incidental thereto;

"loss" means direct and accidental loss of or damage to property which occurs during the policy period;

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

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

"premises" means premises where the named insured conducts garage operations, and includes the ways immediately adjoining but does not include any portion of such premises upon which business operations are conducted by any other person or organization;

"trailer" includes semi-trailer.

VIII. ADDITIONAL CONDITIONS

A. Limitation of Coverage Under Any Other Liability Insurance Part
The insurance afforded under any other liability insurance made a part of this policy does not apply to garage operations, including the automobile hazard, for which insurance is afforded herein.

B. Insured's Duties in the Event of Loss
The insured's duties in event of loss under the Garagekeepers' Legal Liability Coverages shall be as provided in the Condition with respect to an occurrence, claim or suit. In the event of theft or larceny, the insured shall also promptly notify the police.

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

D. Non-Applicability of Subrogation Condition
The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this insurance.

ARAGE LIABILITY

OVERAGE G—BODILY INJURY LIABILITY

OVERAGE H—PROPERTY DAMAGE LIABILITY

e ny will pay on behalf of the Insured all sums which the Insured shall n ly obligated to pay as damages because of

Coverage G, bodily injury, or

Coverage H, property damage

hich this insurance applies, caused by an occurrence and arising out of garage ations, *including only the automobile hazard for which insurance is afforded as* ated in the schedule, and the company shall have the right and duty to nd any suit against the Insured seeking damages on account of such bodily y or property damage, even if any of the allegations of the suit are groundless, or fraudulent, and may make such investigation and settlement of any claim uit as it deems expedient, but the company shall not be obligated to pay any n or judgment or to defend any suit after the applicable limit of the company's lity has been exhausted by payment of judgments or settlements.

sions

is insurance does not apply, under the Garage Liability Coverages:

o liability assumed by the Insured under any contract or agreement except an ncidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named Insured's products or a warranty that work performed by or on behalf of the named Insured will be done in a workmanlike manner;

o bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator or Automobile Elevator—"Pigeon Hole" Type at premises owned, rented or controlled by the named Insured; but this exclusion does not apply to an escalator or Automobile Elevator—"Pigeon Hole" Type at premises which the named Insured owns, rents or controls only in part unless the named Insured operates, maintains or controls the escalator or Automobile Elevator—"Pigeon Hole" Type;

o any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

to bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to:

(1) any such injury *arising out of and in the course of domestic employment* he insured unless benefits therefor are in whole or in part either pay- or required to be provided under any workmen's compensation law, or

(2) ility assumed by the Insured under an Incidental contract;

to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any

(1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the named Insured and not being delivered, demonstrated or tested,

(2) *automobile*

(i) while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(ii) while rented to others by the named Insured unless to a salesman for use principally in the business of the named Insured, or

(iii) while being used by the Insured as a public or livery conveyance or for carrying property for a charge;

(3) watercraft owned or operated by or rented or loaned to any Insured, or any other watercraft operated by any person in the course of his employment by any Insured; *but this exclusion (e) (3) does not apply to watercraft while* ashore on premises owned by, rented to or controlled by the named Insured;

(4) aircraft;

to bodily injury or property damage arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the named Insured by independent contractors; or acts or omissions of the named Insured in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof;

to property damage to

(1) property owned by, rented to or held for sale by the Insured, or

(2) property in the care, custody or control of or being transported by the Insured or property as to which the Insured is for any purpose exercising physical control;

but part (2) of this exclusion does not apply to property damage arising out of the ownership, maintenance or use at the premises of any automobile servicing hoist designed to raise the entire automobile, or to such insurance as is afforded for the use of elevators at the premises;

perty damage to premises alienated by the named Insured arising out of remises or any part thereof;

to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named Insured of any contract or agreement, or

(2) the failure of the named Insured's products or work performed by or on behalf of the named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named Insured's products or work performed by or on behalf of the named Insured after such products or work have been put to use by any person or organization other than an Insured;

(j) to property damage to any of the named Insured's products if such property damage results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;

(k) to property damage to work performed by or on behalf of the named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(l) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named Insured's products or work completed by or for the named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because *of any known or suspected defect or deficiency therein;*

(m) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the Insured under an Incidental contract, or

(2) expenses for first aid under the Supplementary Payments provision;

(n) to bodily injury or property damage for which the Insured or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the Insured or his indemnitee as an owner or lessor described in (2) above;

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

II. EXPENSES FOR MEDICAL SERVICES

COVERAGE I—AUTOMOBILE MEDICAL PAYMENTS

COVERAGE J—PREMISES MEDICAL PAYMENTS

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

Coverage I, to or for each person who sustains bodily injury, caused by accident, while occupying any automobile which is being used by any person who is an Insured under the bodily injury liability coverage, with respect to such use;

Coverage J, to or for each person who sustains bodily injury, caused by accident, and arising out of the ownership, maintenance or use of the premises for the purposes of a garage, and all operations necessary or incidental thereto.

Exclusions.

This insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to bodily injury sustained by any employee of an Insured under the *bodily injury liability insurance arising* out of and in the course of his employment by such Insured;

(b) under the Premises Medical Payments Coverage, to bodily injury sustained by

(1) any person while occupying or through being struck by an automobile away from the premises;

(2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(3) the named Insured, or any partner therein or member thereof, or any employee of the named Insured arising out of and in the course of his employment by the named Insured;

(4) any person while engaged in maintenance, alteration, demolition or new construction operations for the named Insured or for any lessor of the premises;

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...Premises Medical Payments Coverage, to bodily injury arising out of ownership, maintenance, operation, use, loading or unloading of any escalator or Automobile Elevator—"Pigeon Hole" Type at premises owned, rented or controlled by the named Insured; but this exclusion (c) (1) does not apply to an escalator or Automobile Elevator—"Pigeon Hole" Type at premises which the named insured owns, rents or controls only in part unless the named insured operates, maintains or controls the escalator or Automobile Elevator—"Pigeon Hole" Type;

(2) structural alterations, new construction or demolition operations for the named Insured by independent contractors or their subcontractors, or omissions or supervisory acts of the Insured in connection therewith;

under the Premises Medical Payments Coverage, to bodily injury resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion applies when the named Insured is such an owner or lessor;

under the Premises Medical Payments Coverage, to any medical expense for services by the named insured, any employee thereof, or any person or organization under contract to the named insured to provide such services;

under the Automobile and Premises Medical Payments Coverage, to bodily injury sustained by an employee of any garage, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

under the Automobile and Premises Medical Payments Coverage, to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

GARAGEKEEPERS' LEGAL LIABILITY

COVERAGE K-1—FIRE AND EXPLOSION

COVERAGE K-2—THEFT of the entire automobile

...AGE K-3—RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM

COVERAGE K-4—COLLISION OR UPSET

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

...verage K-1. loss to an automobile caused by fire or explosion other than explosion of tires;

...verage K-2. loss to an automobile caused by theft of the entire automobile;

...verage K-3. loss to an automobile caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each automobile $25 shall be deducted from each loss caused by malicious mischief or vandalism;

...verage K-4. loss to an automobile or other property of a kind customarily left in charge of a garage caused by collision of the automobile or such property with another object or by upset thereof, but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the Insured shall become legally obligated to pay as damages because of each loss, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

...curring while such automobile or other property is in the custody of the Insured ...r safekeeping, storage, service or repair

...) at a location stated in the schedule or while temporarily removed therefrom in the ordinary course of the Insured's business, or

...) away from the premises if the Insured is attending such automobile or property.

...d the company shall have the right and duty to defend any suit against the ...sured seeking damages on account of such loss, even if any of the allegations ... the suit are groundless, false or fraudulent, and may make such investigation ...d settlement of any claim or suit as it deems expedient, but the company shall ...t be obligated to pay any claim or judgment or to defend any suit after the ...plicable limit of the company's liability has been exhausted by payment of ... or settlements.

...Supplementary Payments provisions of the policy are applicable to the ...surance afforded for Garagekeepers' Legal Liability, except the provisions with ...spect to the cost of bail bonds and expenses for first aid.

...clusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:

...) to liability of the Insured under any agreement to be responsible for loss;

...) to an automobile or other property

(1) owned by or rented to

(i) the named Insured or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,

(ii) an employee of the named Insured or his spouse if a resident of the same household, unless the automobile or other property is in the custody of the named Insured under an agreement for which a specific pecuniary charge has been made, or

(2) in the custody of the named Insured for demonstration or sale;

(c) to loss by theft due to any fraudulent, dishonest or criminal act by the named Insured, a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to loss arising out of the use of any elevator, or any automobile servicing hoist designed to raise an entire automobile;

(e) to defective parts, accessories or materials furnished or to faulty work performed on an automobile, out of which loss arises;

(f) to an automobile or other property while the automobile is being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

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

(h) to loss due to radioactive contamination;

(i) with respect to Coverages K-1 and K-3, to damages for loss of use of an automobile.

IV. PERSONS INSURED

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

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:

(1) the named Insured;

(2) with respect to garage operations other than the automobile hazard:

(a) any employee, director or stockholder of the named Insured while acting within the scope of his duties as such,

(b) if the named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named Insured with respect to the conduct of such a business,

(c) if the named Insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such,

(d) any person or organization having a financial interest in the garage operations of the named Insured;

(3) with respect to the automobile hazard:

(a) any person while using, with the permission of the named Insured, any automobile to which the insurance applies under the automobile hazard, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading of an automobile, such person shall be an Insured only if he is:

(i) a borrower of the automobile, or

(ii) a partner, member or employee of the named Insured or of such borrower;

(b) any other person or organization but only with respect to his or its liability because of acts or omissions of the named Insured or an Insured under (a) above.

None of the following is an Insured:

(i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;

(ii) any person or organization, other than the named Insured or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the named Insured;

(iii) any person or organization, other than the named Insured, with respect to any automobile

(a) owned by such person or organization or by a member (other than the named Insured) of the same household, or

(b) possession of which has been transferred to another by the named Insured pursuant to an agreement of sale;

(iv) any partner, member or employee of the named Insured or the spouse of such person, with respect to property damage to property owned by, rented to or held for sale by the named Insured, or property in the care, custody or control of or transported by the named Insured.

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

B. Under the Garagekeepers' Legal Liability Coverages:

(a) the named Insured;

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

GARAGE INSURANCE

A6103

USE OF OTHER AUTOMOBILES COVERAGE – BROAD FORM

Name of Individual:	Premium		
	Bodily Injury Liability	Property Damage Liability	Automobile Medical Payments
Robert and Rita Ramsay	47	13	6
Nancy Ramsay	47	13	6
Total Premium			$ 132

It is agreed that the insurance afforded by the policy with respect to the use of automobiles described in the Automobile Hazard also applies,

I. Under the bodily injury liability and property damage liability coverages, to bodily injury or property damage arising out of the use of any other automobile by the insured;

II. Under the Automobile Medical Payments coverage, to bodily injury, caused by accident, to

(a) the individual named below and, while residents of the same household as such individual, his spouse and the relatives of either, while occupying any other automobile, and

(b) any other person occupying any other automobile, if the bodily injury results from the operation of such automobile by such named individual or spouse or on their behalf by their private chauffeur or domestic servant, or from the occupancy of such automobile by the named insured or spouse, and

(c) such named individual and, while residents of the same household as the named insured, his spouse and the relatives of either, sustained, while a pedestrian, through being struck by an automobile;

subject to the following additional provisions:

1. As used with respect to paragraph I, "insured" means

(a) the individual named below or his spouse, if a resident of the same household, and

(b) any other person or organization not owning or hiring the automobile, but only with respect to his or its liability because of acts or omissions of an insured under (a) above.

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2. When used in reference to this insurance, the definition of "automobile" is amended to include only such trailers as are designed for use with a private passenger automobile if not being used for business purposes with another type automobile; but under the Automobile Medical Payments coverage, "automobile" does not include

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

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

   (iii) a home, office, store, display or passenger trailer, or

   (iv) any land motor vehicle or trailer while located for use as a residence or premises.

3. Additional Definition When used in reference to this insurance

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

4. Exclusion (e) of the Garage Liability coverage does not apply to the insurance afforded by this endorsement.

5. Exclusions

   This insurance does not apply:

   (a) to any insured while engaged in the business of his employer with respect to bodily injury to a fellow employee of such insured injured in the course of his employment;

   (b) to any insured while employed in or otherwise engaged in duties in connection with the business or occupation of selling, repairing, servicing, storing or parking automobiles;

   (c) if the individual named below is an employee, to the employer of such individual;

   (d) if the individual named below is a partner, to the partnership of which such individual is a member;

   (e) to any automobile owned by such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;

   (f) to any automobile while used in the business or occupation of the named individual or spouse except an automobile operated or occupied by such named insured, spouse, private chauffeur or domestic servant;

   (g) under the Automobile Medical Payments coverage, to any automobile while being used by the insured as a public or livery conveyance; but this exclusion does not apply to bodily injury or property damage which results from the insured's occupancy of such automobile other than as the operator thereof.

6. Excess Insurance The insurance under paragraph I shall be excess insurance over any other valid and collectible insurance available to the insured.

   The insurance under paragraph II shall be excess insurance over any other valid and collectible Automobile Medical Payments insurance or Automobile Medical Expense insurance.

7. The insurance afforded because of the naming herein of any individual is only with respect to such of the following coverages as are indicated by specific premium charge or charges for such person.

ALL PURPOSE

ollowing spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Policy.

s t ement, Effective	Forms a Part of Policy No.	Of the
PTEMBER 20, 1981	GAL 5001453	HOME INSURANCE COMPANY

ued To
RAMSEY MOTORS; HOLIDAY RENT A CAR AND R & R PROPERTIES, INC. A.T.I.M.A.

nsideration of an Additional Premium of $ _____ a Return Premium of $ _____
understood and agreed that the Policy is amended as follows:

THEFT AND VANDALISM DEDUCTIBLE

It is hereby understood and agreed that Garage Keepers Legal Liability coverages K-2 (Theft of the entire automobile) and K-3 (Riot and Vandalism) are subject to a deductible of $100 for each automobile for loss caused by theft, malicious mischief and vandalism not to exceed a maximum deductible of $500 per occurrence.

All other terms and conditions of this policy remain unchanged.

ANTILLES INSURANCE, INC.

L. L. Stewart
Authorized Representative

FORM NO. 1534-25M (REV. 9/75)

TUT 003 2131

CA 00 40 (Ed. 1-74)

COVERAGE PART — AUTOMOBILE PHYSICAL DAMAGE INSURANCE (DEALERS) — A 118 (Ed. 1-74)

For attachment to Policy No. GAL 5001453, to complete said policy.

SCHEDULE

DPH 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such types of covered automobiles and to interests therein as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in DPH Item 4. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this insurance having reference thereto.

PREMIUM (Deposit Premium if "Monthly or Quarterly Reporting" Basis)	LIMIT OF LIABILITY — Each Covered Automobile	Per Location and "In Transit"	COVERED AUTOMOBILES Types and Interests Therein — NEW	USED (Including Demonstrators and Service Vehicles)	COVERAGES
$ —	Actual Cash Value less $ 1 deductible	As stated In DPH Item 2	1	1, 3 & 4	P — COLLISION
$ 785	Actual Cash Value		1	1, 3 & 4	Q — FIRE, LIGHTNING OR TRANSPORTATION
$ Incl.	Actual Cash Value less deductible of $50 (☒ $100 if indicated by "☒") applicable as stated in "COVERAGE AGREEMENTS"		1	1, 3 & 4	R — THEFT
$ Incl.	Actual Cash Value less deductible of $50 (☒ $100 if indicated by "☒") applicable as stated in "COVERAGE AGREEMENTS"		1	1, 3 & 4	T — SUPPLEMENTAL
$ Coverages R & T Subject to a $500 Aggregate per occurence.					Form numbers of endorsements attached at Issue
$ 785 Total					

MINIMUM EARNED PREMIUMS

$	Collision	$	Fire	$	Fire & Theft	$ 375	Supplemental

PREMIUM BASIS (Indicate Basis Agreed Upon by "☒")

A. Monthly Reporting. Values determined as—

- ☐ the average of the values for each day of the preceding month coming within the policy period
- ☐ the average of the values for the last business day of each week during preceding month coming within the policy period
- ☐ the values for the last business day of the preceding month coming within the policy period

B. Quarterly Reporting. Values determined as—

- ☐ the average of the values for the last business day of each of the preceding three months coming within the policy period
- ☐ the values for the last business day of every third month coming within the policy period
- ☒ C. Non-Reporting. Stated limit of liability (named locations)

DPH Item 2. Locations and Limits of Liability, Rates and Premiums applicable thereto:

(a) NAMED LOCATIONS. The named insured represents that the specific locations named herein are all of the locations or spaces within locations owned, rented or controlled wholly or in part and used by the named insured as places of display or storage of covered automobiles as of the effective date of this Insurance. The limit of the company's liability for each such named location shall be as stated herein, subject to all the terms of this Insurance having reference thereto.

Loc. No.	PREMIUM — FIRE & SUPP. Coverages (If "Non-Reporting" Basis)	RATES — FIRE = Fire, Lightning or Transportation Cov. SUPP. = Supplemental Cov.	LIMIT OF LIABILITY	ADDRESS (Show main sales location as Location No. 1)
1	$	Fire		405 Estate Anna's Retreat
	$ 785	1.57 Supp.	$ 50,000	St. Thomas, USVI
2	$	Fire		
	$	Supp.	$	
3	$	Fire		
	$	Supp.	$	
	$	Total Premium—Fire and Supp. Covs.	$	Total Limit of Liability—All Named Locations

PREMIUM COLLISION and THEFT Coverages	Blanket Annual RATES* — COLLISION and THEFT — For all Named Locations, based on (1) Monthly or Quarterly Reported Values or (2) if "Non-Reporting", Total Limit of Liability			COVERAGE
	First $50,000	$50,001 to $100,000	Over $100,000	
$				COLLISION
$				THEFT
$	Total Premium—Collision and Theft Coverages			* If not same Rate for all Locations, Location No. precedes applicable Rate.

(b) UNNAMED LOCATIONS. The limit of the company's liability for unnamed locations shall be as stated herein, subject to all the terms of this Insurance having reference thereto:

$ 10,000 each Additional Location — $ 10,000 each Temporary Location — $ 10,000 each Covered Automobile In Transit

DPH Item 3. Loss Payee: As stated in the Loss Payable Clause, any loss under this Insurance is payable as interest may appear to the named Insured and

DPH Item 4. Explanation of entries in DPH Item 1 for designating the interests insured hereunder in covered automobiles to which this insurance applies:

1 = Named Insured's interest in owned covered automobiles unencumbered by any security interest of a creditor of the named Insured

1 = Named Insured's interest in owned covered automobiles subject to security interest of a creditor of the named Insured

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DPH Item 4. Explanation of entries in DPH Item 1 for designating the interests insured hereunder in **covered automobiles** to which this insurance applies:

1 = Named insured's interest in owned **covered automobiles** unencumbered by any security interest of a creditor of the **named insured**.

2 = Named insured's equity only, in **covered automobiles** encumbered by any security interest of a creditor of the **named insured**.

3 = **Named insured's** and its secured creditor's interest, subject to Loss Payable Clause, in **covered automobiles** encumbered by any security interest of such creditor.

4 = All interests in **consigned automobiles**.

I. COVERAGE AGREEMENTS

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

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

COVERAGE Q. FIRE, LIGHTNING OR TRANSPORTATION — caused by

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **covered automobile** is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **covered automobile** is being transported;

COVERAGE R. THEFT — caused by theft or larceny;

COVERAGE T. SUPPLEMENTAL — caused by

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism,

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each **covered automobile**,

(i) under the Collision Coverage, such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

(ii) under the Theft Coverage, as respects loss to a **covered automobile** while stored or displayed at any open lot location other than a **standard open lot**, or in any building not securely enclosed and locked while unattended, this insurance shall apply only to the amount of each such loss in excess of the applicable deductible amount indicated in the schedule unless the entire **covered automobile** is taken or the loss occurs while the **covered automobile** is being transported or moved in the ordinary course of business;

(iii) under the Supplemental Coverage, the applicable deductible amount indicated in the schedule shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

GENERAL AVERAGE AND SALVAGE CHARGES

In addition to the applicable limits of liability, the company will, with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the **named insured** becomes legally liable.

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

Exclusions

This insurance does not apply:

(a) to any **covered automobile** while

(i) being used as a public or livery conveyance; or

(ii) in a building or premises occupied by the **named insured** as a factory or assembly plant, but this shall not be construed to mean salesrooms, service stations or garages; or

(iii) leased or rented to others, except while rented to a customer of the **named insured** while such customer's vehicle is temporarily left with the **named insured** for service or repair; or

(iv) being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

(b) to more than 4 **covered automobiles** while waterborne on any single boat, barge, or lighter, but this exclusion shall not apply to **covered automobiles** in a railroad car being transported on a car ferry;

(c) to damage which is due and confined to

(i) wear and tear, or

(ii) freezing, or

(iii) mechanical or electrical breakdown or failure,

unless such damage results from a theft covered by this insurance;

(d) to tires, unless

(i) loss be coincident with and from the same cause as other loss covered by this insurance, or

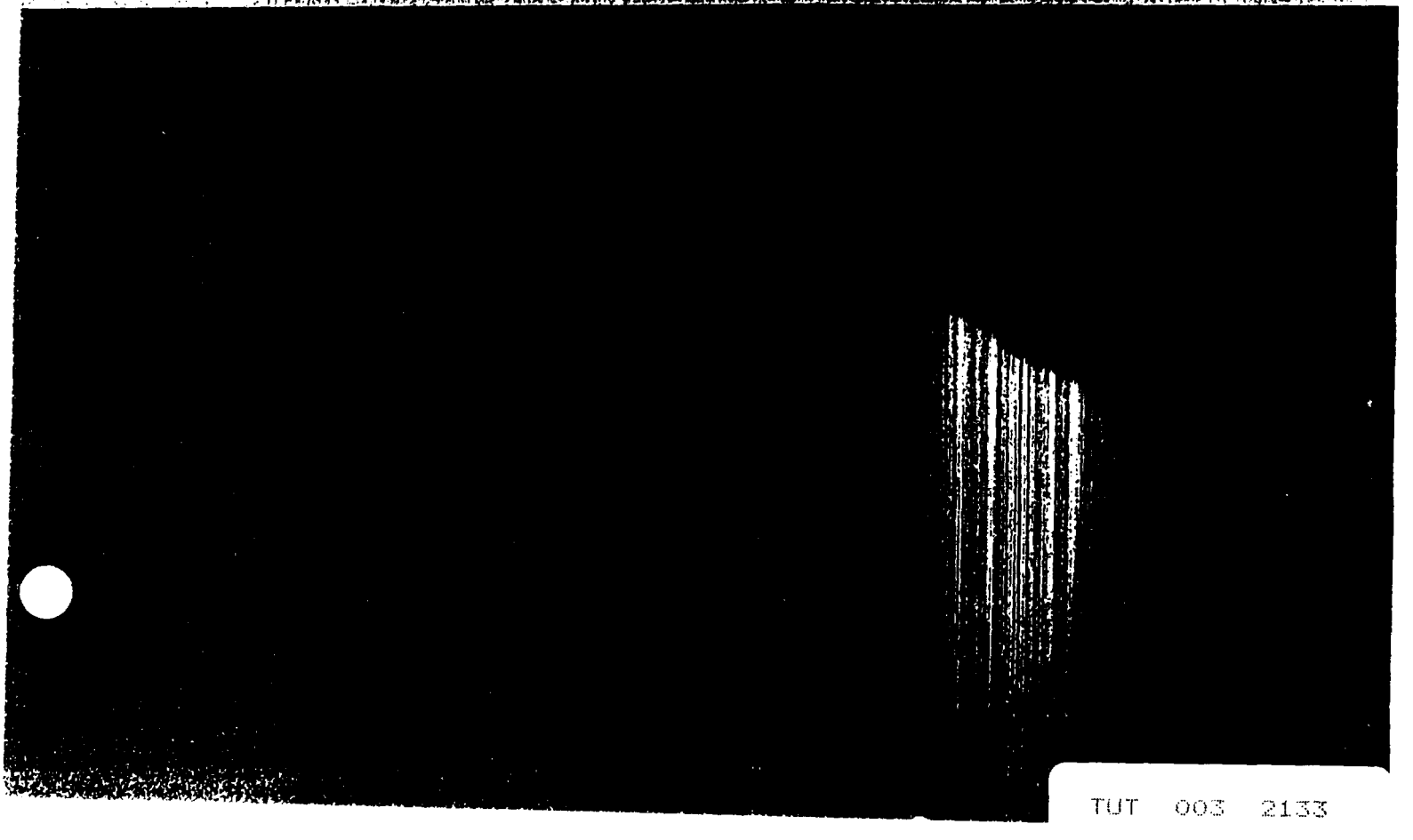
(ii) damaged by fire or stolen and, as to the **covered automobile**, loss caused by such damage or theft is covered by this insurance;

(e) to loss occurring

(i) prior to delivery of any **covered automobile** sold by the **named insured** if the purchaser thereof has other insurance against such loss;

(ii) after delivery of any **covered automobile** sold by the **named insured**, whether or not subject to any security interest;

(over)



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(iii) after, or resulting from, the **named insured's** voluntarily parting with title to or possession of a...ered **automobile**, if induced to do so by any fraudulent scheme, trick, device or false pretense, or from embezzlement, conversion, secretion, theft or larceny committed by any person entrusted by the **named insured** with custody or possession of the **covered automobile**;

(iv) any **additional location** prior to the company's receipt of the **named insured's** ...rt thereof, unless such **loss** occurs during the first 45 days after commencement of the use of such location;

(v) at any **temporary location** more than 7 days after commencement of its use;

to **loss** due to

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

(ii) radioactive contamination;

) to **loss** to

(i) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the **covered automobile**;

(ii) any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;

) to the named insured's prospective profit of any nature;

) under the Collision Coverage, to any **covered automobile** while being driven, towed, or carried on any other land motor vehicle, trailer or semitrailer owned or hired by the **named insured**, from point of purchase or distribution to point of destination if such points are more than 50 road miles apart;

) under division (c) of the Fire, Lightning or Transportation Coverage, to **loss** to any **covered automobile** caused by the collision or upset of any land motor vehicle, trailer or semitrailer in or upon which the **covered automobile** is being transported;

) under the Supplemental Coverage, to **loss** resulting from rain, snow or sleet, whether or not wind-driven.

. LIMIT OF LIABILITY

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

(a) the actual cash value of such **covered automobile**, or if the loss is to a part thereof the actual cash value of such part, at time of **loss**; nor

(b) what it would then cost to repair or replace such **covered automobile** or part thereof with other of like kind and quality, with deduction for depreciation;

provided that, unless with respect to such **covered automobile** the insurance afforded is designated in the schedule as applying to all parties at interest therein, the company shall not be liable for a greater proportion of any such **loss** than the amount at interest therein for the party whose interest is so designated bears to the actual cash value of such **covered automobile** at the time of such **loss**.

...ct to the above provisions respecting any one **covered automobile**, the limit of ...mpany's liability for all **loss** directly attributable to a single happening out of ... **loss** occurs shall not exceed, as to all **covered automobiles** at one **named, additional** or **temporary location**, or as to a **covered automobile** in transit, the applicable limit of liability stated in the schedule; provided that, if the premium basis for this insurance is indicated in the schedule as:

(a) "Monthly Reporting"

The company's liability for any such **loss** shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such **loss** occurred or where the damaged property is normally located, as stated in the monthly statement last rendered to the company prior to such **loss**, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the **named location** identified in the schedule as the main sales location, the actual cash value of all **covered automobiles** made available for the use of the **named insured**, officers or employees thereof and privately stored at other than the **named locations**;

but, if the first monthly statement required under the terms of this insurance is delinquent as of the date of any **loss**, the company's liability for such **loss** shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(b) "Quarterly Reporting"

The company's liability for any such **loss** shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such **loss** occurred or where the damaged property is normally located, as stated in the quarterly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the **named location** identified in the schedule as the main sales location, the actual cash value of all **covered automobiles** made available for the use of the **named insured**, officers or employees thereof and privately stored at other than the **named locations**;

but, if the first quarterly statement required under the terms of this insurance is delinquent as of the date of any **loss**, the company's liability for such **loss** shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

"Non-Reporting"

he company shall not be liable for a greater proportion of such **loss** to any **covered automobile** than the total limits of liability stated in the schedule for all **named locations** bear to the aggregate actual cash value of all **covered automobiles** at the time of such **loss**.

III. POLICY PERIOD; TERRITORY

This insurance applies only to **loss** which occurs during the policy period, while the **covered automobile** is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof.

IV. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part

1. **Limitation of Coverage Under Any Other Automobile Physical Damage Insurance Part**

The insurance afforded under any other automobile physical damage insurance made a part of this policy does not apply to any **covered automobiles**, or parties at interest therein, for which insurance is afforded herein.

2. **Premium**

All premiums for this insurance shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The premium bases and rates for this insurance are as indicated in the schedule. If the premium basis so indicated is:

(a) "Monthly Reporting"

(i) The **named insured** shall render to the company, on or before the fifteenth day of each month a statement, on the form provided by the company, of the location of all **covered automobiles** and the actual cash value thereof at the close of business on a given day or days of the preceding month, determined as indicated in the schedule. Each such monthly statement of values reported for the **named location** identified in the schedule as the main sales location shall be inclusive of the actual cash value of all **covered automobiles** made available for the use of the **named insured**, officers or employees thereof and privately stored at other than the **named locations**;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed monthly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the **named insured's** monthly statements and, upon notice thereof to the **named insured**, shall become due and payable. Upon expiration of this insurance or cancellation thereof by the **named insured**, the earned premium shall not be less than the minimum earned premium stated in the schedule;

(iii) If, upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the **named insured's** failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(b) "Quarterly Reporting"

(i) The **named insured** shall render to the company, on or before the fifteenth day of the fourth month and of every third month thereafter a statement, on the form provided by the company, of the location of all **covered automobiles** and the actual cash value thereof at the close of business on a given day or days of the preceding three months, determined as indicated in the schedule. Each such quarterly statement of values reported for the **named location** identified in the schedule as the main sales location shall be inclusive of the actual cash value of all **covered automobiles** made available for the use of the **named insured**, officers or employees thereof and privately stored at other than the **named locations**;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed quarterly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the **named insured's** quarterly statements and, upon notice thereof to the **named insured**, shall become due and payable. Upon expiration of this insurance or cancellation thereof by the **named insured**, the earned premium shall not be less than the minimum earned premium stated in the schedule;

(iii) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the **named insured's** failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(c) "Non-Reporting"

Additional or return premiums for increase or reduction of the limits of liability at **named locations** shall be computed pro rata. Upon termination of Collision or Supplemental Coverage, if afforded, by expiration or demand of the **named insured**, the earned premium for such Coverage shall not be less than the minimum earned premium stated in the schedule.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

3. **Named Insured's Duties In Event of Loss**

In the event of loss, the **named insured** shall:

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

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **named insured** because of loss with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the **named insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

4. **Payment for Loss**

...the demand

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automobiles at the time of such loss.

II. POLICY PERIOD; TERRITORY

This insurance applies only to loss which occurs during the policy period, while the covered automobile is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof.

V. ADDITIONAL DEFINITIONS

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

"additional location" means any location owned, rented or controlled in whole or in part by the named insured which is: (i) used as a place of display or storage of covered automobiles subsequent to the effective date of this insurance, and (ii) so reported to the company by the named insured;

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

"consigned automobile" means a land motor vehicle, trailer or semitrailer held by the named insured for sale, not owned by the named insured nor encumbered by a security interest of a creditor of the named insured;

"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is of a type designated in the schedule as a covered automobile to which this insurance applies, and is:

(a) held by the named insured for sale; or

(b) used in the named insured's business as a sales agency or dealer for such vehicles, including repair service therefor, or as a demonstrator; or

(c) if so designated, a consigned automobile; or

(d) held by the named insured pending delivery after sale;

"loss" means direct and accidental loss or damage;

"named location" means the location, or space within the location, used by the named insured as a place of display or storage of covered automobiles, at each address shown in the schedule;

"security interest" means the interest of any creditor in a covered automobile which secures an obligation owed such creditor;

"standard open lot" means an open parking storage lot enclosed on all sides by a metal cyclone or equivalent fence not less than six feet in height, or bounded on one or more sides by the wall or walls of a building with no unprotected openings and with the exposed sides of the lot enclosed by a metal cyclone or equivalent fence not less than six feet in height, with openings securely locked when unattended;

"temporary location" means any location used by the named insured for the purpose of storing or displaying covered automobiles, other than a named or additional location or a location named in any other policy affording the named insured insurance against loss covered hereunder.

V. CONDITIONS

All of the Conditions of the policy shall apply to this insurance except "Inspection of It", "Subrogation", "Changes", "Assignment", "Cancellation", and "Declaration". This insurance shall also be subject to the following additional Conditions:

indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the named insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

4. Payment for Loss

The company may pay for the loss in money or may repair or replace the damaged or stolen covered automobile or part thereof; but if requested by the company the named insured shall replace such covered automobile or part or furnish the labor and materials necessary for repairs thereto and the company shall pay only the actual cost to the named insured. The company may at any time before the loss is paid or the covered automobile is so replaced, at its expense return any stolen covered automobile to the named insured, with payment for any resultant damage thereto; or may take all or part of the damaged or stolen covered automobile at the agreed or appraised value but there shall be no abandonment to the company.

5. Appraisal

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

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

6. Action Against Company

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

7. Other Insurance

If the named insured has other insurance against a loss covered by this insurance, the company shall not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

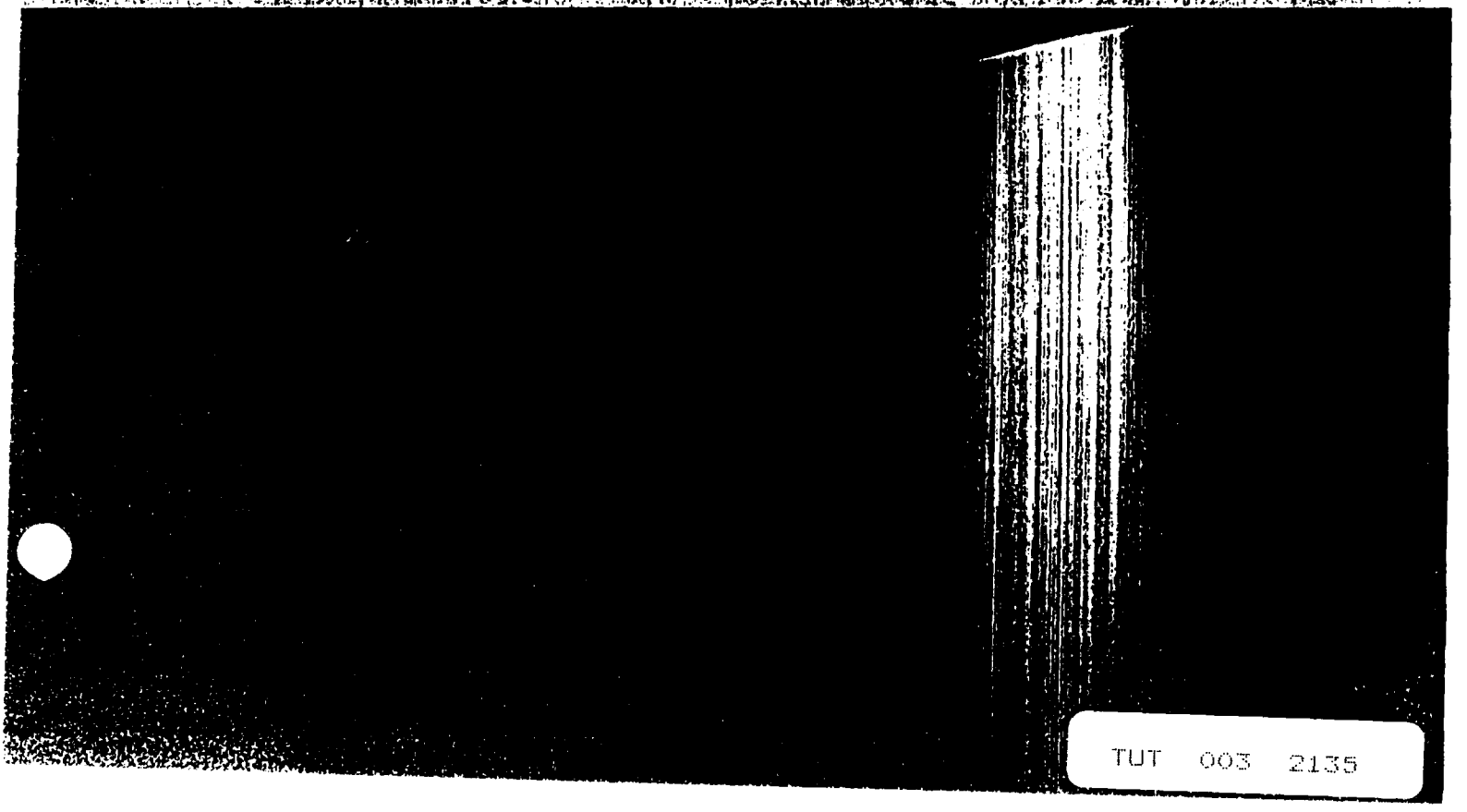
8. No Benefit to Bailee

None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

9. Terms of Insurance Conformed to Statute

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

AUTHENTIC



ALL PURPOSE ENDORSEMENT C

The following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Policy.

This Endorsement, Effective	Forms a Part of Policy No.	Of the
SEPTEMBER 20, 1981	GAL 5001453	HOME INSURANCE COMPANY

Issued To RAMSEY MOTORS: HOLIDAY RENT A CAR AND R & R PROPERTIES INC. A.T.I.M.A.

In consideration of an Additional Premium of $ / Return Premium of $

it is understood and agreed that the Policy is amended as follows:

FLOOD EXCLUSION

It is hereby understood and agreed that Automobile Physical Damage Insurance (Dealers) Coverage P. Comprehensive is amended to exclude any loss caused by flood or rising waters.

All other terms and conditions of this policy remain unchanged.

ANTILLES INSURANCE, INC.

L. L. Stewart

Authorized Representative

TUT 003 2136

CHEVROLET — General—Automobile Liability Policy No. GAL5001453

De d Insured

Description of Insured Highway Vehicles (Check appropriate box)

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

'ERAGE U—UNINSURED MOTORISTS

nages for Bodily Injury)

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

udgment against any person or organization alleged to be legally responsible bodily injury shall be conclusive, as between the Insured and the company, issues of liability of such person or organization or of the amount of es to which the Insured is legally entitled unless such judgment is entered nt to an action prosecuted by the Insured with the written consent of the ny

ons

Insurance does not apply:

bodily injury to an Insured with respect to which such Insured, his legal resentative or any person entitled to payment under this insurance shall, hout written consent of the company, make any settlement with any person organization who may be legally liable therefor;

bodily injury to an Insured while occupying a highway vehicle (other than an ured highway vehicle) owned by the named Insured, any designated Insured any relative resident in the same household as the named or designated ured, or through being struck by such a vehicle, but this exclusion does not ply to the *named Insured or his relatives while occupying or if struck by a* hway vehicle owned by a designated Insured or his relatives;

as to inure directly or indirectly to the benefit of any workmen's compensa- n or disability benefits carrier or any person or organization qualifying as a f-insurer under any workmen's compensation or disability benefits law or y similar law.

RSONS INSURED

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

named insured and any designated insured and, while residents of the same us the spouse and relatives of either;

y other person while occupying an insured highway vehicle; and

y person, with respect to damages he is entitled to recover because of bodily jury to which this insurance applies sustained by an Insured under (a) or (b) ove.

Insurance applies separately with respect to each Insured, except with respect limits of the company's liability.

(over)

III. LIMITS OF LIABILITY

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

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

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

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

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

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

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

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

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

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

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

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

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

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

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

(c) a vehicle while located for use as a residence or premises;

TUT 003 2137

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

here cannot be ascertained the identity of either the operator or owner of uch highway vehicle;

he d or someone on his behalf shall have reported the accident within 4 hrs to a police, peace or judicial officer or to the Commissioner of Motor ehicles, and shall have filed with the company within 30 days thereafter a tatement under oath that the insured or his legal representative has a cause r causes of action arising out of such accident for damages against a person r persons whose identity is unascertainable, and setting forth the facts in upport thereof; and

t the company's request, the insured or his legal representative makes vailable for inspection the vehicle which the insured was occupying at the ime of the accident;

ured highway vehicle" means a highway vehicle:

escribed in the schedule as an insured highway vehicle to which the bodily njury liability coverage of the policy applies;

while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

the term "insured highway vehicle" shall not include:

a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

a vehicle while being used without the permission of the owner;

under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or

under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

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

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

insured highway vehicle" means:

a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no b njury liability bond or insurance policy applicable at the time of the ac with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

a hit-and-run vehicle;

t the term "uninsured highway vehicle" shall not include:

) an insured highway vehicle,

) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

ADDITIONAL CONDITIONS

remium.

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

Proof of Claim; Medical Reports.

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

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

C. Assistance and Cooperation of the Insured.

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

D. Notice of Legal Action.

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

E. Other Insurance.

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

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

F. Arbitration.

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

G. Trust Agreement.

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

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the insured, or

(b) if the insured be a minor to his parent or guardian, or

(c) if the insured be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

TUT 003 2138

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

ILE General—Automobile Liability Policy No.

The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

GROUPS OF OFFENSES	ADVANCE PREMIUM
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$
B. Libel, Slander, Defamation or Violation of Right of Privacy	$
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$
Insured's Participation 0 % Minimum Premium $ Total Advance Premium	$ 135

Exclusion "C" Deleted
Subject to 500,000 Aggregate

:OVERAGE P—PERSONAL INJURY LIABILITY

ıe company will pay on behalf of the Insured all sums which the Insured shall ɔme legally obligated to pay as damages because of injury (herein called rsonal Injury") sustained by any person or organization and arising out of one nore of the following offenses committed in the conduct of the named Insured's ness:

roup A—false arrest, detention or imprisonment, or malicious prosecution;

roup B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, or telecasting activities conducted by or on behalf of the named Insured;

roup C—wrongful entry or eviction, or other invasion of the right of private occupancy;

ıe ense is committed during the policy period within the United States of erica, its territories or possessions, or Canada, and the company shall have the ıt and duty to defend any suit against the Insured seeking damages on account such personal injury even if any of the allegations of the suit are groundless, e or fraudulent, and may make such investigation and settlement of any claim suit as it deems expedient, but the company shall not be obligated to pay any im or judgment or to defend any suit after the applicable limit of the company's ıility has been exhausted by payment of judgments or settlements.

lusions

This insurance does not apply:

to liability assumed by the Insured under any contract or agreement;

to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any Insured;

to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named Insured;

to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named Insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any Insured with knowledge of the falsity thereof.

II. PERSONS INSURED

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

(a) if the named Insured is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

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

III. LIMITS OF LIABILITY, INSURED'S PARTICIPATION

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

If a participation percentage is stated in the schedule for the Insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the Insured; provided, the company may pay the Insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named Insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this Insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

EMPLOYER'S LIABILITY STOP-GAP COVERAGE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy under Coverage Part..... Bodily Injury Liability, applies also to the liability of the insured for damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained by any employee of the insured arising out of and in the course of his employment by the insured in the United States Virgin Islands or in operations necessary or incidental thereto, subject to the following provisions:

A. This insurance applies only provided the insured (1) has, where required, filed acceptance or election of the workmen's compensation law of the United States Virgin Islands and will not file notice of rejection of the provisions of such laws during the policy period, (2) has insured all employees required to be insured under each such law and (3) duly reports all payrolls and pays all premiums due thereunder.

B. As respects the insurance afforded by this endorsement, the exclusions of the policy are deleted. This insurance does not apply:

a. to bodily injury by accident or disease, including death at any time resulting therefrom, sustained by a master of member of the crew of any vessel or by any employee of the insured in the course of an employment subject to the United States Longshoremen's and Harbor Workers' Compensation Act, U.S. Code (1946) Title 33, Sections 901-49 or the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, sustained by any member of the flying crew of any aircraft, or sustained by any employee with respect to whom the insured is not required to contribute to a workman's compensation insurance fund;

b. to liability assumed by the insured under any contract or agreement, but this exclusion does not apply to a warranty that work performed by or on behalf of the insured will be done in a workmanlike manner;

c. (1) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;

d. to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;

e. to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law;

f. to fines or penalties imposed on the insured for failure to comply with the requirements of any workmen's compensation, occupational disease or industrial safety law.

C. Definitions

a. Bodily Injury by Accident; Bodily Injury by Disease. The contraction of

disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included with the term "bodily injury by accident".

b. Assault and Battery. Assualt and battery shall be deemed an accident unless committed by or at the direction of the insured.

. Application of Endorsement

his endorsement applies only to injury (1) by accident occurring during the olicy period, or (2) by disease caused or aggravated by exposure of which the ast day of the last exposure, in the employment of the insured, to conditions ausing the disease occurs during the policy period.

. Limits of Liability

he limit of the Company's liability under this endorsement is $ * amages because of bodily injury by accident; including death at any time re- ulting therefrom, sustained by one or more employees in any one accident. The ot l limit of the Company's liability for all claims arising under the provisions f .s endorsement shall not exceed $ * in any one annual period of insurance.

he limits of liability stated herein shall not be cumulative with any limit of iability stated elsewhere in the policy.

he inclusion herein of more than one insured shall not operate to increase the imits of the Company's liability.

*300,000

E.L. (W.C. 7/77)

AMENDATORY ENDORSEMENT AS RESPECTS
COVERAGE OUTSIDE THE U.S. VIRGIN ISLANDS

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

Endorsement Effective 9/20/81 Policy No. GAL 5001453 Endorsement No.

Name Insured RAMSEY MOTORS: HOLIDAY RENT A CAR & R & R PROPERTIES, INC. A.T.I.M.A. ANTILLES INSURANCE, INC.

Premium $ (Included) Countersigned by _____
(Authorized Representative)

It is agreed that, if the combined Bodily Injury and Property Damage Liability Limits in the Schedule of this policy exceed $200,000 each occurrence, the Limits are combined into a single limit of liability for both Bodily Injury and Property Damage Liability and are amended to read as stated below, but only as respects occurrences within the United States of America, Puerto Rico or Canada:

$200,000 each occurrence
$200,000 aggregate

It is further agreed that Section III, Limits of Liability, is deleted in its entirety and the following is substituted therefor:

"III. Limits of Liability.

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

Single Limit of Liability - The Company's limit of liability for Bodily Injury and Property Damage combined stated in Paragraph 1. above as applicable to "each occurrence" is the total limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence.

Subject to the above provisions respecting "one occurrence" the total liability of the Company for all damages because of bodily injury and property damage shall not exceed the limit stated in Paragraph 1. above as "aggregate".

For the purposes of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence."

SPL 4 (10/77)

Form No. 24 - Puerto Rico Inspection & Rating Bureau - 5-7-58

LENDER'S LOSS PAYABLE CLAUSE

1 if any, under this policy shall be payable to SMALL BUSINESS ADMINISTRATION

whose address is P.O. BOX 1915, HATO REY, PUERTO RICO 00919

as lender, mortgagee, or trustee, as interest may appear:

It is understood that the lender, mortgagee or trustee now has or will acquire from time to time an insurable interest in certain property insured under this policy as established by warehouse receipts, bills of lading, documentary or other written evidence.

This insurance, solely as to the interest therein of the lender, mortgagee or trustee, shall not be impaired or invalidated by any act or neglect of the borrower, mortgagor or owner of the within described property except as provided in the last paragraph hereof, nor by any change in the title or ownership of the property, nor by the occupation of the premises wherein such property is located for purposes more hazardous than are permitted by this policy; provided that in case the borrower, mortgagor or owner shall neglect to pay any premium due under this policy, the lender, mortgagee or trustee shall, on demand, pay the same.

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

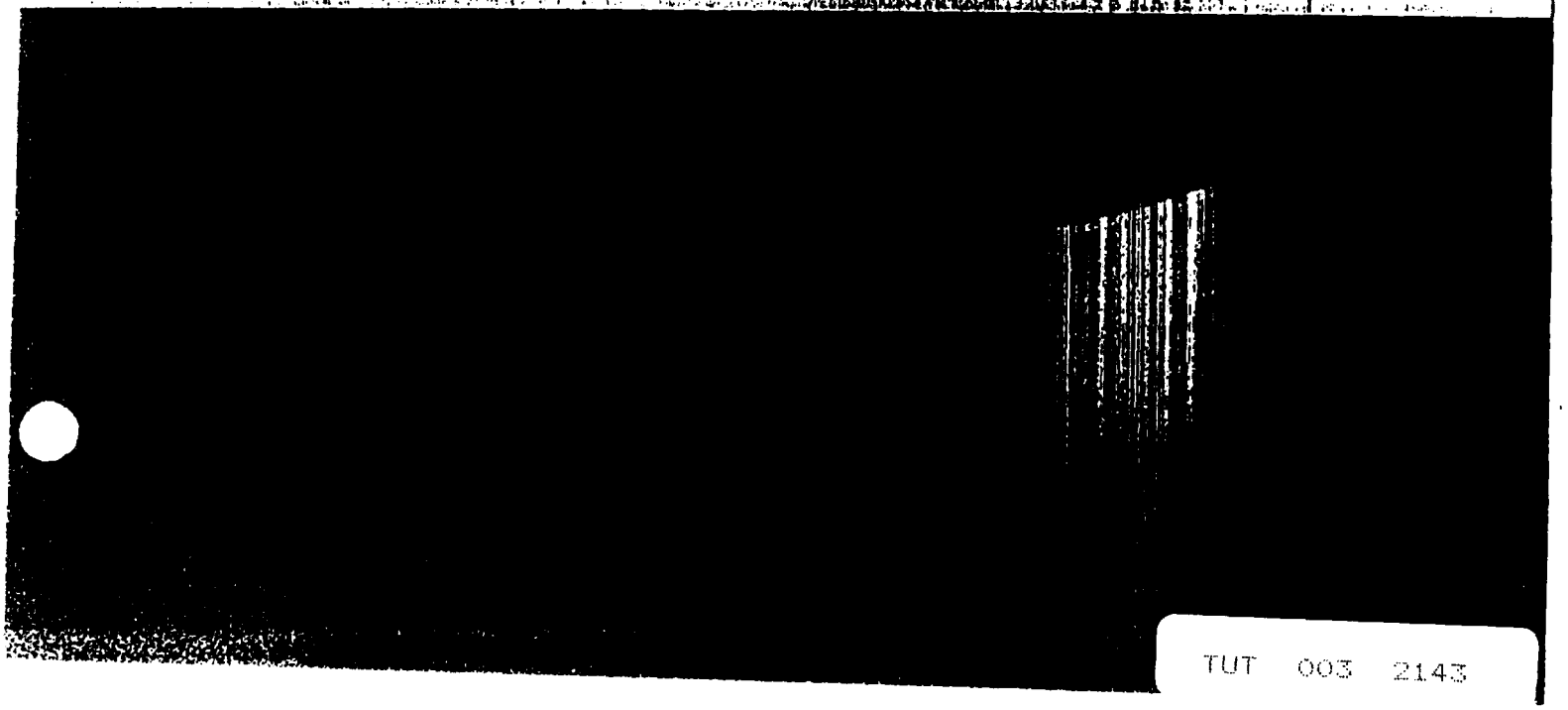
This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the lender, mortgagee or trustee for ten days after notice to the lender, mortgagee or trustee of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the lender, mortgagee or trustee any sum for loss or damage under this policy and shall claim that, as to the borrower, mortgagor, or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may, at its option, pay the lender, mortgagee or trustee, the whole principal due or to grow due on the debt with interest, and shall thereupon receive a full assignment and transfer of the debt and of the mortgage and of all such other securities as evidence the interest of the lender, mortgagee or trustee in the within described property; but no subrogation shall impair the right of the lender, mortgagee or trustee to recover the full amount of its claim against the borrower, mortgagor or owner.

All the other terms and conditions of the policy to which this endorsement is attached and of which it is a , remain unchanged which other terms and conditions include the limit(s) of liability named in the policy and the conditions of any Value Reporting, Full Reporting, Total Insurance or Average Clauses incorporated therein or attached thereto.

Attached to and forming a part of Policy No. GAL 5001453 of the HOME INSURANCE COMPANY of MANCHESTER, NEW HAMPSHIRE Issued at ST. THOMAS, V.I. Agency-

Dated SEPTEMBER 20, , 19 81



TUT 003 2143

A STOCK COMPANY

[illegible] with Policy Provisions-Part One [illegible]

POLICY NUMBER **GAL** 5001805

RAMSEY MOTORS; HOLIDAY RENT-A-CAR AND
R & R PROPERTIES, INC. A/T/I/M/A
405 Anna's Retreat
St. Thomas, U.S. V.I. 00802

NAME OF INSURED

January 1, 1983 To: January 1, 1984

EXPIRES

ANTILLES INSURANCE, INC.
P. O. Box 2698
St. Thomas, V. I. 00801

AGENT ADDRESS

GENERAL—AUTOMOBILE LIABILITY POLICY

AFIA
WORLDWIDE INSURANCE

R 000173

AFIA, founded in 1918, is the leading association of American capital stock insurance companies providing Fire, Marine and Casualty insurance protection and surety bonding outside the states of the United States of America and the provinces of Canada. It operates in almost 80 countries with over 200 branches in key cities around the globe.

P.O. BOX 9278
CHARLOTTE AMALIE
ST. THOMAS, U.S. VIRGIN ISLANDS 00801

AFIA WORLDWIDE HEADQUARTERS: 110 WILLIAM STREET, N.Y., N.Y., USA 10038

470

TUT 003 2144

(A stock insurance company, herein called the company)

'n consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this pol grees with the named insured as follows:

Supplementary Payments

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

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

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any veh to which this policy applies, not to exceed $250 per bail bond, but the comp shall have no obligation to apply for or furnish any such bonds;

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

(d) reasonable expenses incurred by the insured at the company's request assisting the company in the investigation or defense of any claim or suit, inclu actual loss of earnings not to exceed $25 per day.

Definitions

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

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

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

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

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

(1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,

(2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

(a) operations in connection with the transportation of property, unless the bo injury or property damage arises out of a condition in or on a vehicle crea by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unu materials, or

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

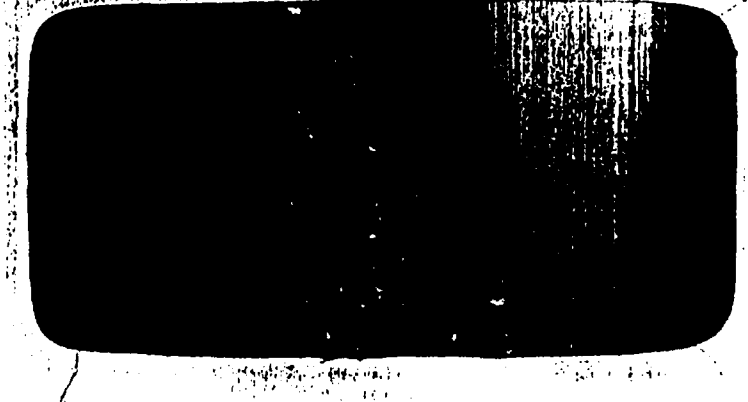
"elevator" means any hoisting or lowering device to connect floors or landi whether or not in service, and all appliances thereof including any car, platfo shaft, hoistway, stairway, runway, power equipment and machinery; but does Include an automobile servicing hoist, or a hoist without a platform outside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

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

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

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

"mobile equipment" means a land vehicle (including any machinery or appara attached thereto), whether or not self-propelled, (1) not subject to motor veh registration, or (2) maintained for use exclusively on premises owned by or ren to the named insured, including the ways immediately adjoining, or (3) desig for use principally off public roads, or (4) designed or maintained for the s purpose of affording mobility to equipment of the following types forming



COUNTERSIGNATURE DATE: Jan. 11, 1983 | GAL 5001453

GENERAL—AUTOMOBILE LIABILITY POLICY

Part Two. This Declarations page and Coverage Part(s) with "Policy Provisions-Part One" completes the below numbered

Item	DECLARATIONS	POLICY NUMBER GAL 5001805
1.	Named Insured	RAMSEY MOTORS; HOLIDAY RENT-A-CAR AND R & R PROPERTIES, INC. A/T/I/M/A
	ADDRESS: (Number & Street, Town & Zip No.)	405 Anna's Retreat St. Thomas, U.S. V.I. 00802
2.	Policy Period: 12:01 A. M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From:	January 1, 1983 To: January 1, 1984
	REPRESENTATIVE: Agent or Broker	ANTILLES INSURANCE, INC.
	Office Address	P. O. Box 2698
	Town	St. Thomas, V. I. 00801

COVERAGE is provided in the AFIA member company designated below:

FIREMAN'S FUND INSURANCE COMPANY

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

	LIMITS OF LIABILITY			ADVANCE PREMIUM
☐ Comprehensive General Liability Insurance ☐ Owners', Landlords' and Tenants' Liability Insurance ☐ Manufacturers' and Contractors' Liability Insurance ☐ Contractual Liability Insurance ☐ Completed Operations and Products Liability Insurance	EACH OCCURRENCE	AGGREGATE		
Bodily Injury Liability	$	$		$
Property Damage Liability	$	$		$
	EACH PERSON	EACH ACCIDENT		
☐ Premises Medical Payments Insurance	$	$		$
	AGGREGATE			
☒ Personal Injury Liability Insurance	$ 500,000			$ 312
☐ Comprehensive Personal Insurance ☐ Farmer's Comprehensive Personal Insurance	EACH PERSON	EACH OCCURRENCE	EACH ACCIDENT	
Personal Liability	XXXXXX	$	XXXXXX	
Personal Medical Payments	$	XXXXXX	$	$
Physical Damage to Property	XXXXXX	$	XXXXXX	
(Applicable to Farmer's Comprehensive Personal Insurance only) Animal Collision	Market value not exceeding $400 each animal			$
☐ Basic Automobile Liability Insurance ☐ Comprehensive Automobile Liability Insurance	EACH PERSON	EACH OCCURRENCE		
Bodily Injury Liability	$	$		$
Property Damage Liability	XXXXXX	$		$
	EACH PERSON	EACH ACCIDENT		
☒ Automobile Medical Payments Insurance	$ 1,000	XXXXXX		$
☒ Uninsured Motorists Insurance	$ 10,000	$ 20,000		$ 75
☒ Garage Insurance	See Coverage Part for Limits of Liability			$3,547
☐ Automobile Physical Damage Insurance (Non-Fleet) Automobile Physical Damage Insurance (XXXXXXXXXX Dealers) ☒	See Coverage Part for Limits of Liability			$ $ 785
☐ Schedule Automobile Liability Insurance	See Coverage Part for Limits of Liability			$
Endorsements and Additional Coverage Parts # (IDENTIFY BY FORM NUMBERS)	See Endt. "A"			$ 132
†If Policy Period more than one year and the premium is to be paid in installments, premium is payable: On effective date of policy $	1st Anniversary $	2nd Anniversary $	Total Advance Premium	$4,851
Audit Period: Annual, unless otherwise stated.**				

4. The named insured is: individual [ ]; partnership [ ]; corporation [X]; joint venture [ ]; other [ ]

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

**ABSENCE OF AN ENTRY MEANS "NO EXCEPTION". † not applicable in Texas

1/11/83 rd

Countersigned by ANTILLES INSURANCE, INC.

Authorized Representative

TUT 003 2146

ALL PURPOSE ENDORSEMENT "A"

The following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Policy

*This Endorsement, Effective	Forms a Part of Policy No.	Of the
January 1, 1983	GAL 5001805	Fireman's Fund Insurance Company

*Issued To

Ramsey Motors; Holiday Rent-A-Car & R & R Properties, Inc. A/T/I/M/A

In consideration of an Additional Premium of $ --- a Return Premium of $ ---

it is understood and agreed that the Policy is amended as follows:

FORM	DESCRIPTION	EDITION
L4050J	General Automobile Liability Policy Provisions	---
L4061S	Garage Insurance	1/73
A409	Use of Other Automobile Coverage - Broad Form	1/74
Endt. "B"	Theft & Vandalism Deductible	---
A 118	Automobile Physical Damage Insurance (Dealers)	1/74
Endt. "C"	Flood Exclusion	---
L4062S	Uninsured Motorists Insurance Coverage	1/73
L4065S	Personal Injury Liability Coverage	1/73
E.L. (W.C.)	Employer's Liability Stop-Gap Endorsement	7/77
24 P.R.	Lender's Loss Payable Clause	7/58
SPL 4	Amendatory Endorsement	10/77

ANTILLES INSURANCE, INC.

1/11/83 rd

Authorized Representative

FORM NO. 1534-25M (REV. 9/75)

TUT 003 2147

GARAGE INSURANCE COVERAGE PART

SCHEDULE — General—Automobile Liability Policy No. GAL 5001805

Item 1. The insurance afforded is only with respect to such of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	HAZARDS	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Garage Liability — G. Bodily Injury Liability (Garage operations including)	Automobile Hazard 1	$ 300 ,000 each person	$ 2,105
	Automobile Hazard 2	$ 500 ,000 each occurrence	
	Automobile Elevators—"Pigeon Hole" Type		
H. Property Damage Liability (Garage operations including)	Automobile Hazard 1	$ 50 ,000 each occurrence	947
	Automobile Hazard 2	subject to $100 deductible as set	
	Automobile Elevators—"Pigeon Hole" Type	forth in Limits of Liability provision	
Expenses for Medical Services — I. Automobile Medical Payments	Prem. Rate: Percentage of Cov. G Prem. ------ %	$ 1,000 each person	
I. and J. Automobile and Premises Medical Payments	8.5 %		179
Garagekeepers' Legal Liability — K-1. Fire and Explosion			
K-2. Theft of the entire automobile	Specific limit per location as stated in Item 3 subject to:		91
K-3. Riot and Vandalism	$25 vandalism deductible		
K-4. Collision or Upset	$ deductible.	Limit of liability includes $5000 limit for loss to property other than automobiles	80
		Total Advance Premium	$ 3,402

2. (a) All automobiles owned by the named insured are used principally in garage operations of the named insured, except automobiles (1) assigned to the named insured, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.
(b) Automobiles owned by the named insured are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the named insured, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them unless more than one automobile is furnished concurrently to such person and then show only the number of automobiles so furnished in excess of one):

Name		Number of Such Automobiles	Name		Number of Such Automobiles
Name			Name		

3. The following are the addresses of all premises where the named insured conducts garage operations. (If more than one, see Schedule attached.)

GARAGE LIABILITY

Loc. No.	Address (show main sales location, if any, as Location No. 1)	Premium Basis Class	Premium Basis Remuneration	Rates Coverage G (Per $100 of Remuneration)	Rates Coverage H (Per $100 of Remuneration)	Advance Premium Coverage G	Advance Premium Coverage H	Minimum Premium
1.		A	10,400	$ .865	$ .394	$ 90	$ 41	Coverage G $ 632
		B	2,000	10.797	4.848	216	97	
		C	52,000	3.46	1.555	1,799	809	Coverage H $ 237
		Total † Furnished Automobile		Per Automobile		2,105	947	Coverage I $
	Automobile Elevators—"Pigeon Hole" Type	No. Insured		Each				Coverage I & J $

Loc. No.	GARAGEKEEPERS' LEGAL LIABILITY Max. No. of Customers' Automobiles Stored	Limit of Liability
1.	35	$ 30,000
2.		$
3.		$

The business of the named Insured at Location No. 1 is:
☒ Franchised Dealer ☐ Non Franchised Dealer ☐ Repair Shop
☐ Service Station ☐ Storage Garage or Public Parking Place ☐ Equipment and Implement Dealer

†USE TOTAL REMUNERATION AS PREMIUM BASIS FOR HAZARD 2.

When used as a premium basis:

"remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum with respect to Dealer Risks (H or $5,200 per annum with respect to Non-Dealer Risks (Hazard 2).

"Class A" means all clerical office employees.

"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a of an active proprietor or officer) who customarily drive an automobile owned by the named insured; and all salesmen, general managers, service manag chauffeurs.

"Class C" means all other employees.

(b) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(c) any employee, director or stockholder of the named insured while acting within the scope of his duties as such; and

(d) if the named insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such.

V. LIMITS OF LIABILITY

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

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

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

With respect to property damage to any automobile arising out of work completed by or for the named insured upon such automobile or part thereof, $100 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of property damage to such automobile as a result of any one occurrence, and the limit of the company's liability shall be the difference between such deductible amount and the limit of Property Damage Liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the named insured shall be adjusted at actual cost to him of labor and materials.

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

Coverages I and J—The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all medical expense incurred by or on behalf of each person who sustains bodily injury as the result of any one accident.

Coverages K-1, K-2, K-3 and K-4—Subject to the application of any deductible, the limit of the company's liability for loss at each location shall be the limit of liability stated in the schedule as applicable thereto; if, however, at the time of loss there were at the location where the loss occurred automobiles of others in the custody of the insured in excess of the maximum number of automobiles indicated in the schedule for such location, the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such automobiles stated for such location bears to the number of automobiles at such location at the time the loss occurred.

Subject to the application of the deductible stated in the schedule, the limit of liability applicable to Coverage K-4 for loss to property of a kind customarily left in charge of a garage, other than automobiles, is $5,000, which sum is included in the applicable limit of liability for loss at the location.

All of the terms of this policy apply irrespective of the application of any deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the named insured shall be adjusted at actual cost to him of labor and materials.

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

VII. ADDITIONAL DEFINITIONS

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

"automobile" means a land motor vehicle or trailer, other land equipment capable of moving under its own power, equipment for use therewith and animal drawn equipment. This definition replaces the definition of automobile set forth in the Definitions Section;

"automobile hazard" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.

(1) The ownership, maintenance or use (including loading or unloading) of any automobile for the purpose of garage operations, and (2) the occasional use for other business purposes and the use for non-business purposes of any automobile owned by or in charge of the named insured and used principally in garage operations, and (3) the ownership, maintenance or use of any automobile owned by the named insured while furnished for the use of any person.

Automobile Hazard 2.

The use in connection with garage operations of any automobile which is neither owned nor hired by the named insured, a partner therein or a member thereof, or a member of the same household as any such person.

"garage" means an automobile sales agency, repair shop, service station, storage garage or public parking place;

"garage operations" means the ownership, maintenance or use of the premises for the purposes of a garage and all operations necessary or incidental thereto;

"loss" means direct and accidental loss of or damage to property which occurs during the policy period;

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

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

"premises" means premises where the named insured conducts garage operations and includes the ways immediately adjoining but does not include any portion of such premises upon which business operations are conducted by any other person or organization;

"trailer" includes semi-trailer.

VIII. ADDITIONAL CONDITIONS

A. **Limitation of Coverage Under Any Other Liability Insurance Part**
The insurance afforded under any other liability insurance made a part of this policy does not apply to garage operations, including the automobile hazard, for which insurance is afforded herein.

B. **Insured's Duties in the Event of Loss**
The insured's duties in event of loss under the Garagekeepers' Legal Liability Coverages shall be as provided in the Condition with respect to an occurrence claim or suit. In the event of theft or larceny, the insured shall also promptly notify the police.

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

D. **Non-Applicability of Subrogation Condition**
The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this Insurance.

TUT 003 2149

GARAGE LIABILITY

COVERAGE G—BODILY INJURY LIABILITY

COVERAGE H—PROPERTY DAMAGE LIABILITY

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

Coverage G. bodily injury or

Coverage H. property damage

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

Exclusions

This insurance does not apply, under the Garage Liability Coverages:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator or Automobile Elevator—"Pigeon Hole" Type at premises owned, rented or controlled by the named insured; but this exclusion does not apply to an escalator or Automobile Elevator—"Pigeon Hole" Type at premises which the named insured owns, rents or controls only in part unless the named insured operates, maintains or controls the escalator or Automobile Elevator—"Pigeon Hole" Type;

(c) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(d) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to:
  (1) any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or
  (2) liability assumed by the insured under an incidental contract;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any
  (1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the named insured and not being delivered, demonstrated or tested,
  (2) automobile
    (i) while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
    (ii) while rented to others by the named insured unless to a salesman for use principally in the business of the named insured, or
    (iii) while being used by the insured as a public or livery conveyance or for carrying property for a charge;
  (3) watercraft owned or operated by or rented or loaned to any insured, or any other watercraft operated by any person in the course of his employment by any insured; but this exclusion (e) (3) does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
  (4) aircraft;

(f) to bodily injury or property damage arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the named insured by independent contractors, or acts or omissions of the named insured in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof;

(g) to property damage to
  (1) property owned by, rented to or held for sale by the insured, or
  (2) property in the care, custody or control of or being transported by the insured or property as to which the insured is for any purpose exercising physical control;
  but part (2) of this exclusion does not apply to property damage arising out of the ownership, maintenance or use at the premises of any automobile servicing hoist designed to raise the entire automobile, or to such insurance as is afforded for the use of elevators at the premises;

(h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(i) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  (1) a delay in or lack of performance by or on behalf of the named insured any contract or agreement, or
  (2) the failure of the named insured's products or work performed by or behalf of the named insured to meet the level of performance, qual fitness or durability warranted or represented by the named insured;
  but this exclusion does not apply to loss of use of other tangible prope resulting from the sudden and accidental physical injury to or destruction the named insured's products or work performed by or on behalf of the nan insured after such products or work have been put to use by any person organization other than an insured;

(j) to property damage to any of the named insured's products if such prop damage results from a condition existing in such product or any part ther at the time possession is relinquished to the purchaser thereof;

(k) to property damage to work performed by or on behalf of the named insu arising out of the work or any portion thereof, or out of materials, parts equipment furnished in connection therewith;

(l) to damages claimed for the withdrawal, inspection, repair, replacement, or l of use of the named insured's products or work completed by or for the nar insured or of any property of which such products or work form a part, if s products, work or property are withdrawn from the market or from use beca of any known or suspected defect or deficiency therein;

(m) to bodily injury or property damage due to war, whether or not declared, c war, insurrection, rebellion or revolution or to any act or condition incident any of the foregoing, with respect to
  (1) liability assumed by the insured under an incidental contract, or
  (2) expenses for first aid under the Supplementary Payments provision;

(n) to bodily injury or property damage for which the insured or his indemn may be held liable
  (1) as a person or organization engaged in the business of manufacturing, tributing, selling or serving alcoholic beverages, or
  (2) if not so engaged, as an owner or lessor of premises used for such purpo
  if such liability is imposed
    (i) by, or because of the violation of, any statute, ordinance or regula pertaining to the sale, gift, distribution or use of any alcoholic beverage,
    (ii) by reason of the selling, serving or giving of any alcoholic beverage t minor or to a person under the influence of alcohol or which causes contributes to the intoxication of any person;
  but part (ii) of this exclusion does not apply with respect to liability of insured or his indemnitee as an owner or lessor described in (2) above;

(o) to bodily injury or property damage arising out of the discharge, disper release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemi liquids or gases, waste materials or other irritants, contaminants or pollut into or upon land, the atmosphere or any watercourse or body of water; this exclusion does not apply if such discharge, dispersal, release or escap sudden and accidental.

II. EXPENSES FOR MEDICAL SERVICES

COVERAGE I—AUTOMOBILE MEDICAL PAYMENTS

COVERAGE J—PREMISES MEDICAL PAYMENTS

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

Coverage I. to or for each person who sustains bodily injury, caused by acci while occupying any automobile which is being used by any pe who is an insured under the bodily injury liability coverage with spect to such use;

Coverage J. to or for each person who sustains bodily injury, caused by acci and arising out of the ownership, maintenance or use of the prem for the purposes of a garage, and all operations necessary or incid thereto.

Exclusions

This insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to bodily injury sust by any employee of an insured under the bodily injury liability insurance ar out of and in the course of his employment by such insured;

(b) under the Premises Medical Payments Coverage, to bodily injury sustained
  (1) any person while occupying or through being struck by an automobile from the premises;
  (2) any person practicing, instructing or participating in any physical trai sport, athletic activity or contest;
  (3) the named insured, or any partner therein or member thereof, or any ployee of the named insured arising out of and in the course of his em ment by the named insured;
  (4) any person while engaged in maintenance, alteration, demolition or construction operations for the named insured or for any lessor of premises;

(c) under the Premises Medical Payments Coverage, to bodily injury arising out of

(1) the ownership, maintenance, operation, use, loading or unloading of any escalator or Automobile Elevator—"Pigeon Hole" Type at premises owned, rented or controlled by the named insured; but this exclusion (c) (1) does not apply to an escalator or Automobile Elevator—"Pigeon Hole" Type at premises which the named insured owns, rents or controls only in part unless the named insured operates, maintains or controls the escalator or Automobile Elevator—"Pigeon Hole" Type;

(2) structural alterations, new construction or demolition operations for the named insured by independent contractors or their subcontractors, or omissions or supervisory acts of the insured in connection therewith;

(d) under the Premises Medical Payments Coverage, to bodily injury resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes, but only part (i) of this exclusion applies when the named insured is such an owner or lessor;

(e) under the Premises Medical Payments Coverage, to any medical expense for services by the named insured, any employee thereof, or any person or organization under contract to the named insured to provide such services;

(f) under the Automobile and Premises Medical Payments Coverage, to bodily injury sustained by an employee of any garage, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(g) under the Automobile and Premises Medical Payments Coverage, to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

III. GARAGEKEEPERS' LEGAL LIABILITY

COVERAGE K-1—FIRE AND EXPLOSION

COVERAGE K-2—THEFT of the entire automobile

COVERAGE K-3—RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM

COVERAGE K-4—COLLISION OR UPSET

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

Coverage K-1. loss to an automobile caused by fire or explosion other than explosion of tires;

Coverage K-2. loss to an automobile caused by theft of the entire automobile;

Coverage K-3. loss to an automobile caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each automobile $25 shall be deducted from each loss caused by malicious mischief or vandalism;

Coverage K-4. loss to an automobile or other property of a kind customarily left in charge of a garage caused by collision of the automobile or such property with another object or by upset thereof; but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages because of each loss, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

occurring while such automobile or other property is in the custody of the insured for safekeeping, storage, service or repair

(1) at a location stated in the schedule or while temporarily removed therefrom in the ordinary course of the insured's business, or

(2) away from the premises if the insured is attending such automobile or property;

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

The Supplementary Payments provisions of the policy are applicable to the insurance afforded for Garagekeepers' Legal Liability, except the provisions with respect to the cost of bail bonds and expenses for first aid.

xclusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:

(a) to liability of the insured under any agreement to be responsible for loss;

(b) to an automobile or other property

(b) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

of the named insured while acting

(1) owned by or rented to

(i) the named insured or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,

(ii) an employee of the named insured or his spouse if a resident of the same household, unless the automobile or other property is in the custody of the named insured under an agreement for which a specific pecuniary charge has been made, or

(2) in the custody of the named insured for demonstration or sale;

(c) to loss by theft due to any fraudulent, dishonest or criminal act by the named insured, a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to loss arising out of the use of any elevator, or any automobile servicing hoist designed to raise an entire automobile;

(e) to defective parts, accessories or materials furnished or to faulty work performed on an automobile, out of which loss arises;

(f) to an automobile or other property while the automobile is being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

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

(h) to loss due to radioactive contamination;

(i) with respect to Coverages K-1 and K-3, to damages for loss of use of an automobile.

IV. PERSONS INSURED

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

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:

(1) the named insured;

(2) with respect to garage operations other than the automobile hazard:

(a) any employee, director or stockholder of the named insured while acting within the scope of his duties as such,

(b) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business,

(c) if the named insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such,

(d) any person or organization having a financial interest in the garage operations of the named insured;

(3) with respect to the automobile hazard:

(a) any person while using, with the permission of the named insured, an automobile to which the insurance applies under the automobile hazard provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading of an automobile, such person shall be an insured only if he is:

(i) a borrower of the automobile, or

(ii) a partner, member or employee of the named insured or of such borrower;

(b) any other person or organization but only with respect to his or its liability because of acts or omissions of the named insured or an insured under (a) above.

None of the following is an insured:

(i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;

(ii) any person or organization, other than the named insured or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the named insured;

(iii) any person or organization, other than the named insured, with respect to an automobile

(a) owned by such person or organization or by a member (other than the named insured) of the same household, or

(b) possession of which has been transferred to another by the named insured pursuant to an agreement of sale;

(iv) any partner, member or employee of the named insured or the spouse of such person, with respect to property damage to property owned by, rented to, held for sale by the named insured, or property in the care, custody or control of or transported by the named insured.

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

B. Under the Garagekeepers' Legal Liability Coverages:

(a) the named insured;

VI. POLICY TERRITORY

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

TUT 003 2151

CP 09 21 (Ed. 1-74)

USE OF OTHER AUTOMOBILES—BROAD FORM

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

SCHEDULE

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

Premium			
Bodily Injury Liability	Property Damage Liability	Automobile Medical Payments	Name of Individual, or Partnership
$ Incl.	$ Incl.	$ Incl.	Robert & Rita Ramsey Nancy Ramsey
$ Incl.	Total Premium		

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

1. **Persons Insured**

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

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

   (a) each individual named in the schedule of this endorsement and, while resident of the same household, the spouse of such individual, and

   (b) any other person or organization, not owning or hiring the automobile, *but only with respect to his or its liability because of acts* or omissions of an insured under (a) above.

2. The exclusion of the policy relating to public or livery conveyances does not apply to the bodily injury liability and property damage liability insurance afforded by this endorsement.

3. **Exclusions**

   This insurance does not apply:

   (a) to any insured while engaged in the business of his employer with respect to bodily injury to a fellow employee of such insured injured in the course of his employment;

   (b) to any insured while employed in or otherwise engaged in duties in connection with an automobile business;

   (c) if the individual named in the schedule of this endorsement is an employee, to the employer of such individual;

   (d) if the individual named in the schedule of this endorsement is a partner, to the partnership of which such individual is a member, unless such partnership is designated in the schedule of this endorsement;

   (e) to any automobile owned by such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;

   (f) to any automobile while used in the business or occupation of the named individual or spouse except an automobile operated or occupied by such named individual or spouse or a private chauffeur or a domestic servant of such named individual or spouse;

   (g) under division 1 of Automobile Medical Payments insurance to any automobile while used by the insured as a public or livery conveyance.

4. **Excess Insurance.** The insurance afforded by this endorsement for bodily injury liability and for property damage liability shall be excess over any other valid and collectible insurance, whether primary, excess or contingent, available to the insured.

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

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

AUTHENTIC

TUT 003 2152

ALL PURPOSE ENDORSEMENT "B"

The following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the P

*This Endorsement, Effective	Forms a Part of Policy No.	Of the
January 1, 1983	GAL 5001805	Fireman's Fund Insurance Company

*Issued To

Ramsey Motors; Holiday Rent-A-Car and R & R Properties, Inc. a/t/i/m/a

In consideration of an Additional Premium of $ _____ a Return Premium of $ _____
it is understood and agreed that the Policy is amended as follows:

THEFT AND VANDALISM DEDUCTIBLE

It is hereby understood and agreed that Garagekeepers' Legal Liability coverages K-2 (Theft of the entire automobile) and K-3 (Riot and Vandalism) are subject to a deductible of $100 for each automobile for loss caused by theft, malicious mischief and vandalism not to exceed a maximum deductible of $500 per occurrence.

All other terms and conditions of this policy remain unchanged.

ANTILLES INSURANCE, INC.

1/11/83 rd

Authorized Representative

FORM NO. 1534-25M (REV. 9/75)

TUT 003 2155

CA 00 40 (Ed. 1-74)

COVERAGE PART AUTOMOBILE PHYSICAL DAMAGE INSURANCE (DEALERS) A 118 (Ed. 1-74)

For attachment to Policy No. GAL 5001805, to complete said policy.

SCHEDULE

DPH Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such types of covered automobiles and to interests therein as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in DPH Item 4. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this insurance having reference thereto.

PREMIUM (Deposit Premium if "Monthly or Quarterly Reporting" Basis)	LIMIT OF LIABILITY: Each Covered Automobile	LIMIT OF LIABILITY: Per Location and "In Transit"	COVERED AUTOMOBILES Types and Interests Therein: NEW	COVERED AUTOMOBILES Types and Interests Therein: USED (Including Demonstrators and Service Vehicles)	COVERAGES
$ ---	Actual Cash Value less $ deductible	As stated in DPH Item 2	1	1	P — COLLISION
$ 785	Actual Cash Value		1	1, 3 & 4	Q — FIRE, LIGHTNING OR TRANSPORTATION
$ Incl.	Actual Cash Value less deductible of $50 (☒ $100 if indicated by "☒") applicable as stated in "COVERAGE AGREEMENTS"		1	1, 3 & 4	R — THEFT
$ Incl.	Actual Cash Value less deductible of $50 (☒ $100 if indicated by "☒") applicable as stated in "COVERAGE AGREEMENTS"		1	1, 3 & 4	T — SUPPLEMENTAL
$					Form numbers of endorsements attached at Issue
$ 785 Total	2 Coverages R & T subject to a $500 Aggregate per Occurrence.				

MINIMUM EARNED PREMIUMS

$	Collision	$	Fire	$	Fire & Theft	$ 375	Supplemental

PREMIUM BASIS (Indicate Basis Agreed Upon by "☒")

A. Monthly Reporting. Values determined as—

☐ the average of the values for each day of the preceding month coming within the policy period

☐ the average of the values for the last business day of each week during preceding month coming within the policy period

☐ the values for the last business day of the preceding month coming within the policy period

B. Quarterly Reporting. Values determined as—

☐ the average of the values for the last business day of each of the preceding three months coming within the policy period

☐ the values for the last business day of every third month coming within the policy period

☒ C. Non-Reporting. Stated limit of liability (named locations)

DPH Item 2. Locations and Limits of Liability, Rates and Premiums applicable thereto:

(a) NAMED LOCATIONS. The named insured represents that the specific locations named herein are all of the locations or spaces within locations owned, rented or controlled wholly or in part and used by the named insured as places of display or storage of covered automobiles as of the effective date of this insurance. The limit of the company's liability for each such named location shall be as stated herein, subject to all the terms of this insurance having reference thereto.

Loc. No.	PREMIUM: FIRE & SUPP. Coverages (If "Non-Reporting" Basis)	RATES: FIRE=Fire, Lightning or Transportation Cov. SUPP.=Supplemental Cov.	LIMIT OF LIABILITY	ADDRESS (Show main sales location as Location No. 1)
1	$	Fire	$ 50,000	405 Estate Anna's Retreat
	$ 785	1.57 Supp.		St. Thomas, U.S. Virgin Islands
2	$	Fire	$	
	$	Supp.		
3	$	Fire	$	
	$	Supp.		
	$	Total Premium —Fire and Supp. Covs.	$	Total Limit of Liability —All Named Locations

PREMIUM: COLLISION and THEFT Coverages	Blanket Annual RATES* — COLLISION and THEFT: For all Named Locations, based on (1) Monthly or Quarterly Reported Values or (2) if "Non-Reporting", Total Limit of Liability: First $50,000	$50,001 to $100,000	Over $100,000	COVERAGE
$				COLLISION
$				THEFT
$	Total Premium—Collision and Theft Coverages			* If not same Rate for all Locations, Location No. precedes applicable Rate.

(b) UNNAMED LOCATIONS. The limit of the company's liability for unnamed locations shall be as stated herein, subject to all the terms of this insurance having reference thereto:

$ 10,000 each Additional Location — $ 10,000 each Temporary Location — $ 10,000 each Covered Automobile In Transit

DPH Item 3. Loss Payee: As stated in the Loss Payable Clause, any loss under this insurance is payable as interest may appear to the named insured and

DPH Item 4. Explanation of entries in DPH Item 1 for designating the interests insured hereunder in covered automobiles to which this insurance applies:

1 = Named insured's interest in owned covered automobiles unencumbered by any security interest of a creditor of the named insured.

2. Subject to the above provisions respecting limit of liability, the company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed, as to all **covered automobiles** at one **named**, additional or temporary location, or as to a **covered automobile** in transit, the applicable limit of liability stated in the schedule; provided that, if the premium basis for this insurance is indicated in the schedule as:

(a) **"Monthly Reporting"**

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the monthly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the **named location** identified in the schedule as the main sales location, the actual cash value of all **covered automobiles** made available for the use of the **named insured**, officers or employees thereof and privately stored at other than the **named locations**;

but, if the first monthly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(b) **"Quarterly Reporting"**

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the quarterly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the **named location** identified in the schedule as the main sales location, the actual cash value of all **covered automobiles** made available for the use of the **named insured**, officers or employees thereof and privately stored at other than the **named locations**;

but, if the first quarterly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(c) **"Non-Reporting"**

The company shall not be liable for a greater proportion of such loss to any **covered automobile** than the total limits of liability stated in the schedule for all **named locations** bear to the aggregate actual cash value of all **covered automobiles** at the time of such loss.

III. POLICY PERIOD; TERRITORY

This insurance applies only to **loss** which occurs during the policy period while the **covered automobile** is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof.

IV. ADDITIONAL DEFINITIONS

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

"additional location" means any location owned, rented or controlled in whole or in part by the **named insured** which is: (i) used as a place of display or storage of **covered automobiles** subsequent to the effective date of this insurance, and (ii) so reported to the company by the **named insured**;

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

"consigned automobile" means a land motor vehicle, trailer or semitrailer held by the **named insured** for sale, not owned by the **named insured** nor encumbered by a security interest of a creditor of the **named insured**;

"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is of a type designated in the schedule as a **covered automobile** to which this insurance applies and is

(a) held by the **named insured** for sale; or

(b) used in the **named insured's** business as a sales agency or dealer for such vehicles, including repair service therefor, or as a demonstrator; or

(c) if so designated, a **consigned automobile**; or

(d) held by the **named insured** pending delivery after sale;

"loss" means direct and accidental loss or damage;

"named location" means the location, or space within the location, used by the **named insured** as a place of display or storage of **covered automobiles**, at each address shown in the schedule;

"security interest" means the interest of any creditor in a **covered automobile** which secures an obligation owed such creditor;

"standard open lot" means an open parking storage lot enclosed on all sides by a metal cyclone or equivalent fence not less than six feet in height, or bounded on one or more sides by the wall or walls of a building with no unprotected openings and with the exposed sides of the lot enclosed by a metal cyclone or equivalent fence not less than six feet in height, with openings securely locked when unattended;

"temporary location" means any location used by the **named insured** for the purpose of storing or displaying **covered automobiles**, other than a **named** or **additional location** or a location named in any other policy affording the **named insured** insurance against loss covered hereunder.

V. CONDITIONS

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

insured, officers or employees thereof and privately stored at other than the **named locations**;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed quarterly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the **named insured's** quarterly statements and, upon notice thereof to the **named insured**, shall become due and payable. Upon expiration of this insurance or cancellation thereof by the **named insured**, the earned premium shall not be less than the minimum earned premium stated in the schedule;

(iii) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the **named insured's** failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(c) **"Non-Reporting"**

Additional or return premiums for increase or reduction of the limits of liability at **named locations** shall be computed pro rata. Upon termination of Collision or Supplemental Coverage, if afforded, by expiration or demand of the **named insured**, the earned premium for such Coverage shall not be less than the minimum earned premium stated in the schedule.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

3. **Named Insured's Duties in Event of Loss**

In the event of **loss** the **named insured** shall:

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

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after **loss**, his sworn proof of **loss** in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **named insured** because of loss with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the **named insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

4. **Payment for Loss**

The company may pay for the **loss** in money or may repair or replace the damaged or stolen **covered automobile** or part thereof; but if requested by the company the **named insured** shall replace such **covered automobile** or part or furnish the labor and materials necessary for repairs thereto and the company shall pay only the actual cost to the **named insured**. The company may at any time before the **loss** is paid or the **covered automobile** is so replaced, at its expense return any stolen **covered automobile** to the **named insured**, with payment for any resultant damage thereto; or may take all or part of the damaged or stolen **covered automobile** at the agreed or appraised value but there shall be no abandonment to the company.

5. **Appraisal**

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

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

6. **Action Against Company**

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

7. **Other Insurance**

If the **named insured** has other insurance against a **loss** covered by this insurance the company shall not be liable under this insurance for a greater proportion of such **loss** than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such **loss**.

8. **No Benefit to Bailee**

None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

9. **Terms of Insurance Conformed to Statute**

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

AUTHENTIC

4 = All interests in consigned automobiles.

I. **COVERAGE AGREEMENTS**

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

COVERAGE P. COLLISION — caused by collision;

COVERAGE Q. FIRE, LIGHTNING OR TRANSPORTATION — caused by

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **covered automobile** is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **covered automobile** is being transported;

COVERAGE R. THEFT — caused by theft or larceny;

COVERAGE T. SUPPLEMENTAL — caused by

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism,

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each **covered automobile**,

(i) under the Collision Coverage, such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

(ii) under the Theft Coverage, as respects loss to a **covered automobile** while stored or displayed at any open lot location other than a **standard open lot**, or in any building not securely enclosed and locked while unattended, this Insurance shall apply only to the amount of each such loss in excess of the applicable deductible amount indicated in the schedule unless the entire **covered automobile** is taken or the loss occurs while the **covered automobile** is being transported or moved in the ordinary course of business;

(iii) under the Supplemental Coverage, the applicable deductible amount indicated in the schedule shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

2. **GENERAL AVERAGE AND SALVAGE CHARGES**

In addition to the applicable limits of liability, the company will, with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the **named insured** becomes legally liable.

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

Exclusions

This insurance does not apply:

(a) to any **covered automobile** while

(i) being used as a public or livery conveyance; or

(ii) in a building or premises occupied by the **named insured** as a facto assembly plant, but this shall not be construed to mean salesrooms, s stations or garages; or

(iii) leased or rented to others, except while rented to a customer of the **insured** while such customer's vehicle is temporarily left with the **insured** for service or repair; or

(iv) being used in any prearranged or organized racing, speed or demolition c or in any stunting activity or in practice or preparation for any such c or activity;

(b) to more than 4 **covered automobiles** while waterborne on any single boat, or lighter, but this exclusion shall not apply to **covered automobiles** in a ra car being transported on a car ferry;

(c) to damage which is due and confined to

(i) wear and tear, or

(ii) freezing, or

(iii) mechanical or electrical breakdown or failure,

unless such damage results from a theft covered by this Insurance;

(d) to tires, unless

(i) loss be coincident with and from the same cause as other loss covered b insurance, or

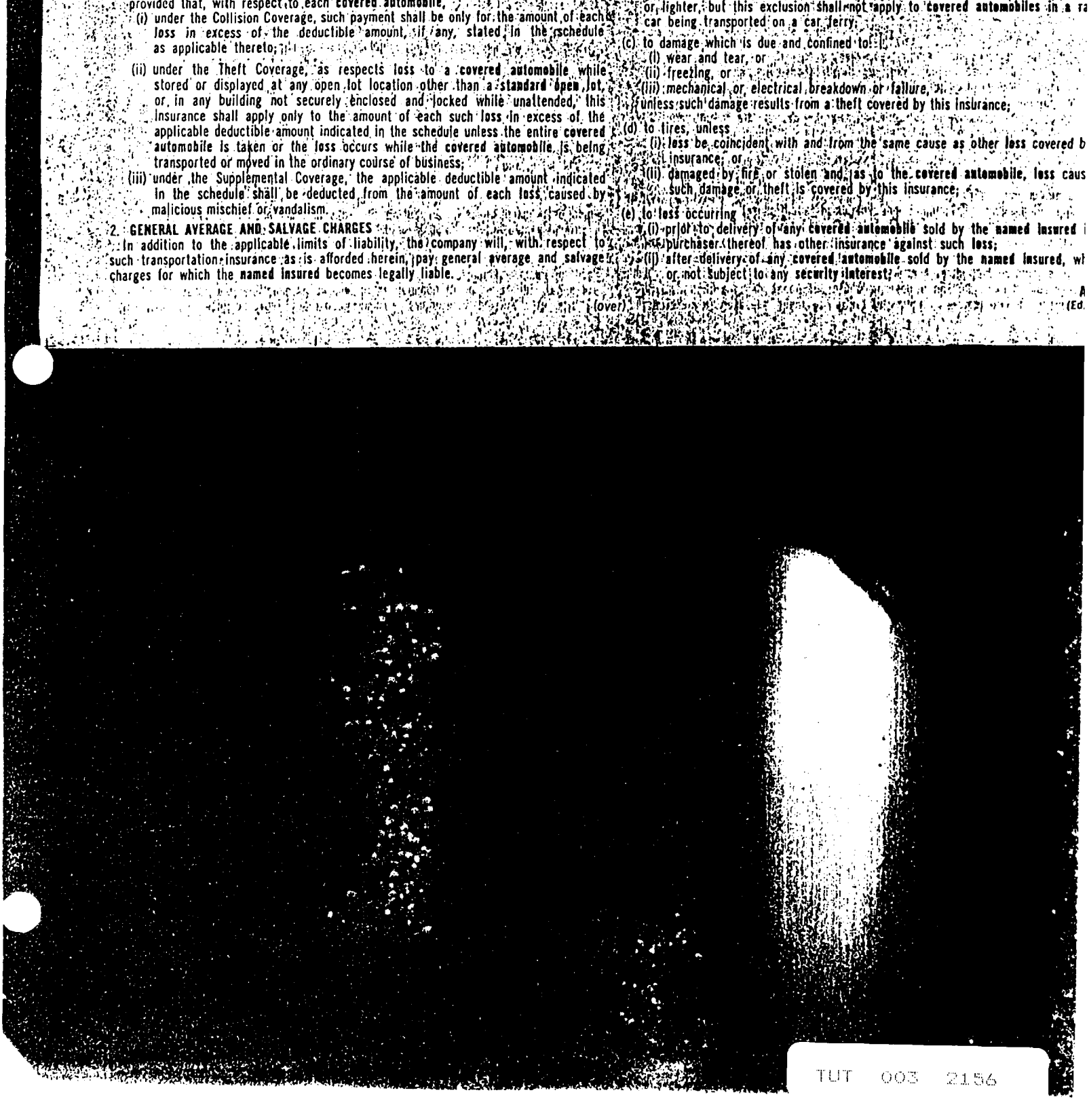
(ii) damaged by fire or stolen and, as to the **covered automobile**, loss caus such damage or theft is covered by this Insurance;

(e) to loss occurring

(i) prior to delivery of any **covered automobile** sold by the **named insured** purchaser thereof has other insurance against such loss;

(ii) after delivery of any **covered automobile** sold by the **named insured**, wh or not subject to any security interest;

(over)



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(iii) after, or resulting from, the **named insured's** voluntarily parting with title to or possession of any **covered automobile**, if induced to do so by any fraudulent scheme, trick, device or false pretense; or from embezzlement, conversion, secretion, theft or larceny committed by any person entrusted by the **named insured** with custody or possession of the **covered automobile**;

(iv) at any **additional location** prior to the company's receipt of the **named insured's** report thereof, unless such **loss** occurs during the first 45 days after commencement of the use of such location;

(v) at any **temporary location** more than 7 days after commencement of its use;

(f) to **loss** due to

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

(ii) radioactive contamination;

(g) to **loss** to

(i) any device or instrument designed for the recording, reproduction or recording and reproduction of sound unless such device or instrument is permanently installed in the **covered automobile**;

(ii) any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction or recording and reproduction of sound;

(h) to the **named insured's** prospective profit of any nature;

(i) under the Collision Coverage, to any **covered automobile** while being driven, towed, or carried on any other land motor vehicle, trailer or semitrailer owned or hired by the **named insured**, from point of purchase or distribution to point of destination if such points are more than 50 road miles apart;

(j) under division (c) of the Fire, Lightning or Transportation Coverage, to **loss** to any **covered automobile** caused by the collision or upset of any land motor vehicle, trailer or semitrailer in or upon which the **covered automobile** is being transported;

(k) under the Supplemental Coverage, to **loss** resulting from rain, snow or sleet, whether or not

II. LIMIT OF LIABILITY

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

(a) the actual cash value of such **covered automobile**, or if the **loss** is to a part thereof the actual cash value of such part, at time of **loss**; nor

(b) what it would then cost to repair or replace such **covered automobile** or part thereof with other of like kind and quality, with deduction for depreciation;

provided that, unless with respect to such **covered automobile** the insurance afforded is designated in the schedule as applying to all parties at interest therein, the company shall not be liable for a greater proportion of any such **loss** than the amount at interest therein for the party whose interest is so designated bears to the actual cash value of such **covered automobile** at the time of such **loss**.

2. Subject to the above provisions respecting any one **covered automobile**, the limit of the company's liability for all **loss** directly attributable to a single happening out of which **loss** occurs shall not exceed, as to all **covered automobiles** at one **named**, additional or **temporary location**, or as to a **covered automobile** in transit, the applicable limit of liability stated in the schedule; provided that, if the premium basis for this insurance is indicated in the schedule as

(a) "Monthly Reporting"

III. Limitation of Coverage Under Any Other Automobile Physical Damage Insurance Part

The insurance afforded under any other automobile physical damage insurance made a part of this policy does not apply to any **covered automobiles**, or parties at interest therein, for which insurance is afforded herein.

2. Premium

All premiums for this insurance shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The premium bases and rates for this insurance are as indicated in the schedule. If the premium basis so indicated is:

(a) **Monthly Reporting**

(i) The **named insured** shall render to the company, on or before the fifteenth day of each month a statement, on the form provided by the company, of the location of all **covered automobiles** and the actual cash value thereof at the close of business on a given day or days of the preceding month, determined as indicated in the schedule. Each such monthly statement of values reported for the **named location** identified in the schedule as the main sales location shall be inclusive of the actual cash value of all **covered automobiles** made available for the use of the **named insured**, officers or employees thereof and privately stored at other than the **named locations**;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed monthly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the **named insured's** monthly statements and, upon notice thereof to the **named insured**, shall become due and payable. Upon expiration of this insurance or cancellation thereof by the **named insured**, the earned premium shall not be less than the minimum earned premium stated in the schedule;

(iii) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the **named insured's** failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(b) **"Quarterly Reporting"**

(i) The **named insured** shall render to the company, on or before the fifteenth day of the fourth month and of every third month thereafter a statement, on the form provided by the company, of the location of all **covered automobiles** and the actual cash value thereof at the close of business on a given day or days of the preceding three months, determined as indicated in the schedule. Each such quarterly statement of values reported for the **named location** identified in the schedule as the main sales location shall be inclusive of the actual cash value of all **covered automobiles** made available for the use of the **named insured**, officers or employees thereof and privately stored at other than the **named locations**;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed quarterly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in

ALL PURPOSE ENDORSEMENT "C"

The following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Pol

*This Endorsement, Effective	Forms a Part of Policy No.	Of the
January 1, 1983	GAL 5001805	Fireman's Fund Insurance Company

*Issued To

Ramsey Motors; Holiday Rent-A-Car and R & R Properties, Inc. a/t/i/m/a

In consideration of an Additional Premium of $ _____ a Return Premium of $ _____

it is understood and agreed that the Policy is amended as follows:

FLOOD EXCLUSION

It is hereby understood and agreed that Automobile Physical Damage Insurance (Dealers) Coverage P: Comprehensive is amended to exclude any loss caused by flood or rising waters.

All other terms and conditions of this policy remain unchanged.

ANTILLES INSURANCE, INC.

1/11/83 rd

Authorized Representative

FORM NO. 1534-25M (REV. 9/75)

TUT 003 2158

UNINSURED MOTORISTS INSURANCE COVERAGE PART

SCHEDULE — General—Automobile Liability Policy No. GAL 5001805

Designated Insured

Ramsey Motors, Inc.; Holiday Rent-A-Car & R & R Properties, Inc., a/t/i/m/a

Description of Insured Highway Vehicles (Check appropriate box)
[X] Any automobile owned by the named Insured
[X] Any private passenger automobile owned by the named Insured
[ ] Any highway vehicle to which are attached dealer's license plates issued to the named Insured
[ ] Any highway vehicle designated in the declarations of the policy by the letters "UM" and a highway vehicle ownership of which is acquired during the policy period by the named Insured as a replacement therefor
[ ] Any mobile equipment owned or leased by and registered in the name of the named Insured
[ ] _____

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

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

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

Exclusions

This insurance does not apply:

(a) to bodily injury to an Insured with respect to which such Insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to bodily injury to an Insured while occupying a highway vehicle (other than an Insured highway vehicle) owned by the named Insured, any designated Insured or any relative, resident in the same household as the named or designated Insured, or through being struck by such a vehicle, but this exclusion does not apply to the named Insured or his relatives while occupying or if struck by a highway vehicle owned by a designated Insured or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the named Insured and any designated Insured and, while residents of the same household, the spouse and relatives of either;

(b) any other person while occupying an Insured highway vehicle; and

(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an Insured under (a) or (b) above.

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

III. LIMITS OF LIABILITY

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

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

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

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

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

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

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

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

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

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

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

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

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

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

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

(c) a vehicle while located for use as a residence or premises;

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

(a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;

(b) the Insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the Insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(c) at the company's request, the Insured or his legal representative makes available for inspection the vehicle which the Insured was occupying at the time of the accident;

"Insured highway vehicle" means a highway vehicle:

(a) described in the schedule as an Insured highway vehicle to which the bodily injury liability coverage of the policy applies;

(b) while temporarily used as a substitute for an Insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the named or designated Insured or by the spouse of either if a resident of the same household;

but the term "Insured highway vehicle" shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the named Insured, any designated Insured or any resident of the same household as the named or designated Insured; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named Insured or any resident of the same household;

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

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

"uninsured highway vehicle" means:

(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the Insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a hit-and-run vehicle;

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

(i) an Insured highway vehicle,

(ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Premium.

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

B. Proof of Claim; Medical Reports.

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

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

C. Assistance and Cooperation of the Insured.

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

D. Notice of Legal Action.

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

E. Other Insurance.

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

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

F. Arbitration.

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

G. Trust Agreement.

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

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the Insured, or

(b) if the Insured be a minor to his parent or guardian, or

(c) if the Insured be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

SCHEDULE General—Automobile Liability Policy No. GAL 5001805

Insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

GROUPS OF OFFENSES	ADVANCE PREMIUM
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ Incl.
B. Libel, Slander, Defamation or Violation of Right of Privacy	$ Incl.
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$ Incl.
Insured's Participation 0 % — Minimum Premium $ — Total Advance Premium	$ Incl.

Exclusion "C" deleted.
Subject to $500,000 Aggregate

I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement;

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

(c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;

(d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

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

(a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

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

III. LIMITS OF LIABILITY INSURED'S PARTICIPATION

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

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

EMPLOYER'S LIABILITY STOP-GAP COVERAGE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy under Coverage Part..... Bodily Injury Liability, applies also to the liability of the insured for damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained by any employee of the insured arising out of and in the course of his employment by the insured in the United States Virgin Islands or in operations necessary or incidental thereto, subject to the following provisions:

A. This insurance applies only provided the insured (1) has, where required, filed acceptance or election of the workmen's compensation law of the United States Virgin Islands and will not file notice of rejection of the provisions of such laws during the policy period, (2) has insured all employees required to be insured under each such law and (3) duly reports all payrolls and pays all premiums due thereunder.

B. As respects the insurance afforded by this endorsement, the exclusions of the policy are deleted. This insurance does not apply:

a. to bodily injury by accident or disease, including death at any time resulting therefrom, sustained by a master of member of the crew of any vessel or by any employee of the insured in the course of an employment subject to the United States Longshoremen's and Harbor Workers' Compensation Act, U.S. Code (1946) Title 33, Sections 901-49 or the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, sustained by any member of the flying crew of any aircraft, or sustained by any employee with respect to whom the insured is not required to contribute to a workman's compensation insurance fund;

b. to liability assumed by the insured under any contract or agreement, but this exclusion does not apply to a warranty that work performed by or on behalf of the insured will be done in a workmanlike manner;

c. (1) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;

d. to bodily injury by disease unless prior to thirty-six months after the end of the policy period written clain is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;

e. to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law;

f. to fines or penalties imposed on the insured for failure to comply with the requirements of any workmen's compensation, occupational disease or industrial safety law.

C. Definitions

a. Bodily Injury by Accident; Bodily Injury by Disease. The contraction of

disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included with the term "bodily injury by accident".

b. Assault and Battery. Assualt and battery shall be deemed an accident unless committed by or at the direction of the insured.

D. Application of Endorsement

This endorsement applies only to injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

E. Limits of Liability

The limit of the Company's liability under this endorsement is $ ** for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one or more employees in any one accident. The total limit of the Company's liability for all claims arising under the provisions of this endorsement shall not exceed $ ** in any one annual period of insurance.

The limits of liability stated herein shall not be cumulative with any limit of liability stated elsewhere in the policy.

The inclusion herein of more than one insured shall not operate to increase the limits of the Company's liability.

**$300,000

E.L. (W.C. 7/77)

Form No. 24- Puerto Rico Inspection & Rating Bureau - 5-7-58

LENDER'S LOSS PAYABLE CLAUSE

Loss, if any, under this policy shall be payable to Small Business Administration

address is P. O. Box 1915, Hato Rey, Puerto Rico 00919

as lender, mortgagee, or trustee, as interest may appear.

It is understood that the lender, mortgagee or trustee now has or will acquire from time to time an insurable interest in certain property insured under this policy as established by warehouse receipts, bills of lading, documentary or other written evidence.

This insurance, solely as to the interest therein of the lender, mortgagee or trustee, shall not be impaired or invalidated by any act or neglect of the borrower, mortgagor or owner of the within described property except as provided in the last paragraph hereof, nor by any change in the title or ownership of the property, nor by the occupation of the premises wherein such property is located for purposes more hazardous than are permitted by this policy; provided that in case the borrower, mortgagor or owner shall neglect to pay any premium due under this policy, the lender, mortgagee or trustee shall, on demand, pay the same.

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

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the lender, mortgagee or trustee for ten days after notice to the lender, mortgagee or trustee of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the lender, mortgagee or trustee any sum for loss or damage under this policy and shall claim that, as to the borrower, mortgagor, or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may, at its option, pay the lender, mortgagee or trustee, the whole principal due or to grow due on the debt with interest, and shall thereupon receive a full assignment and transfer of the debt and of the mortgage and of all such other securities as evidence the interest of the lender, mortgagee or trustee in the within described property; but no subrogation shall impair the right of the lender, mortgagee or trustee to recover the full amount of its claim against the borrower, mortgagor or owner.

All the other terms and conditions of the policy to which this endorsement is attached and of which it is a t, remain unchanged which other terms and conditions include the limit(s) of liability named in the policy the conditions of any Value Reporting, Full Reporting, Total Insurance or Average Clauses incorporated therein or attached thereto.

Attached to and forming a part of Policy No. GAL 5001805 of the Fireman's Fund Insurance Company

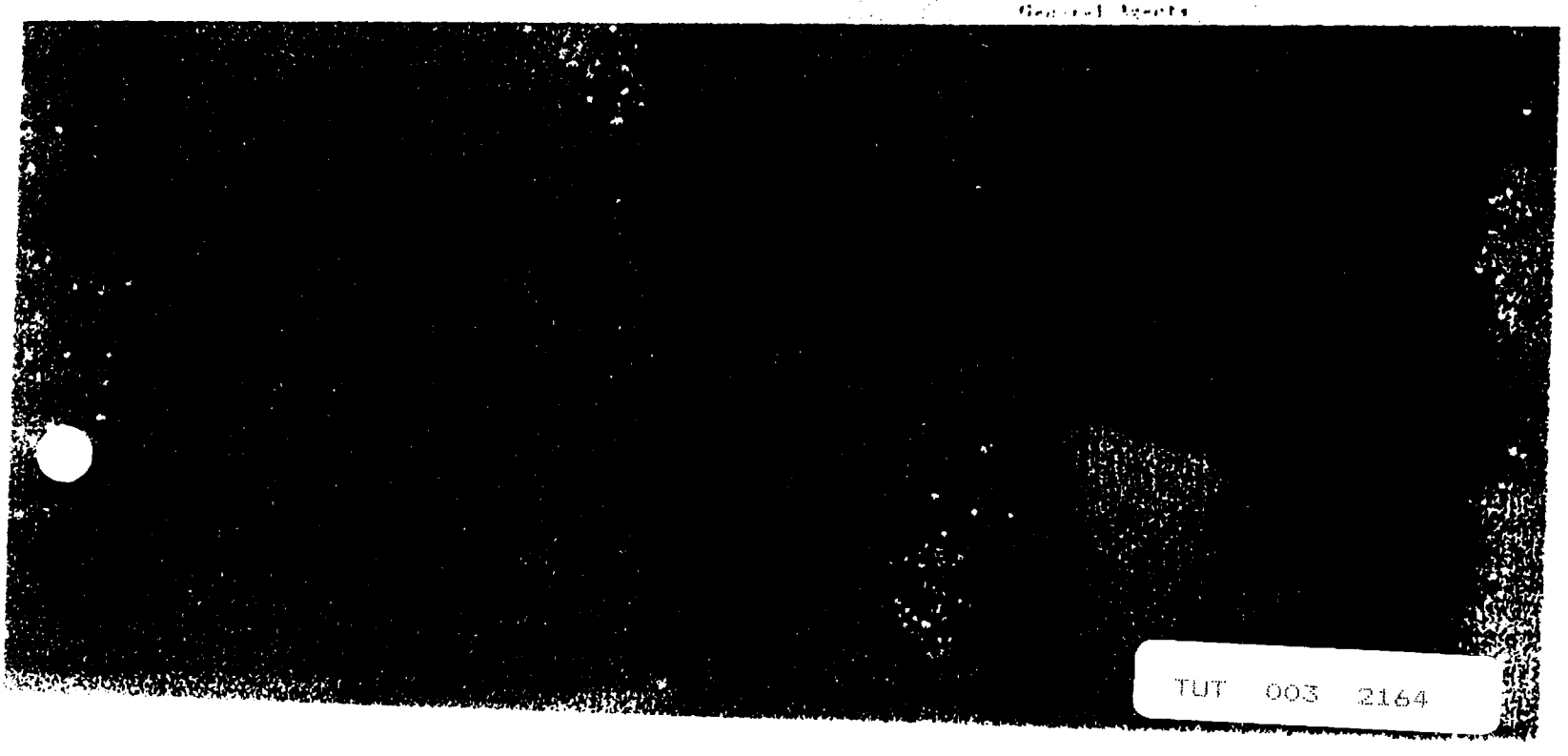
of California Issued at its St. Thomas, V. I. Agency.

Dated January 1, 19 83

ANTILLES INSURANCE, INC.

.....

Authorized Agents



TUT 003 2164

AMENDATORY ENDORSEMENT AS RESPECTS COVERAGE OUTSIDE THE U.S. VIRGIN ISLANDS

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

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

Endorsement Effective Jan. 1, 1983 Policy No. GAL 5001805 Endorsement No.

Name Insured Ramsey Motors, et al ANTILLES INSURANCE, INC.

Premium $ (Included) Countersigned by_____
(Authorized Representative)

It is agreed that, if the combined Bodily Injury and Property Damage Liability Limits in the Schedule of this policy exceed $200,000 each occurrence, the Limits are combined into a single limit of liability for both Bodily Injury and Property Damage Liability and are amended to read as stated below, but only as respects occurrences within the United States of America, Puerto Rico or Canada:

$200,000 each occurrence
$200,000 aggregate

It is further agreed that Section III, Limits of Liability, is deleted in its entirety and the following is substituted therefor:

"III. Limits of Liability.

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

Single Limit of Liability - The Company's limit of liability for Bodily Injury and Property Damage combined stated in Paragraph 1. above as applicable to "each occurrence" is the total limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence.

Subject to the above provisions respecting "one occurrence" the total liability of the Company for all damages because of bodily injury and property damage shall not exceed the limit stated in Paragraph 1. above as "aggregate".

For the purposes of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence."

TUT 003 2165

Insert Declarations Page (Part Two) and Coverage Parts here so that top edge ... policy number to appear through window. ATTACH ENDORSEMENTS, IF ANY, TO TOP BACK OF DECLARATIONS.

Int... part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

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

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

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

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

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

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

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

Conditions

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

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

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit. The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

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

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

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

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

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

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

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

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

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

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

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

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

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

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

9. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall

TUT 065 2166

(b), such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

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

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

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

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

IN WITNESS WHEREOF, the company has caused this policy to be signed by its duly authorized representative.

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

Nuclear Energy Liability Exclusion Endorsement--Broad Form

It is agreed that:

I. The policy does not apply:

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

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

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

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

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

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

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

AFIA
WORLDWIDE INSURANCE

A STOCK COMPANY

COVERAGE is provided in the AFIA member company designated beiow:

- [X] FIREMAN'S FUND INSURANCE CO.
- [ ] HARTFORD FIRE INSURANCE CO.
- [ ] THE HOME INSURANCE CO.
- [ ] ST. PAUL FIRE & MARINE INSURANCE CO.

RAMSAY MOTORS, ET AL 405 Anna's Retreat St. Thomas, V.I. 00802	NAME OF INSURED
January 1, 1984 To: January 1, 1985	EXPIRES
ANTILLES INSURANCE, INC. P.O. Box 2698 St. Thomas, V.I. 00801	AGENT ADDRESS

GENERAL—AUTOMOBILE LIABILITY POLICY

AFIA
WORLDWIDE INSURANCE

R 000174

AFIA, founded in 1918, is the leading association of American capital stock insurance companies providing Fire, Marine and Casualty insurance protection and surety bonding outside the states of the United States of America and the provinces of Canada. It operates in almost 80 countries with over 200 branches in key cities around the globe.

AFIA's Branch office in the Virgin Islands:

P.O. BOX 9278
CHARLOTTE AMALIE
ST. THOMAS, U.S. VIRGIN ISLANDS 00801

07470

AFIA WORLDWIDE HEADQUARTERS: 110 WILLIAM STREET, N.Y., N.Y., USA 10038

TUT 003 2168

DATE OF ISSUE 11/23/83 | BAL 1001

PLEASE ATTACH TO YOUR POLICY

AUTOMOBILE RENEWAL CERTIFICATE NO. R 8724

Item	DECLARATIONS	
1.	Named Insured	RAMSAY MOTORS, ET AL
	ADDRESS: (Number & Street, Town, County & State)	405 Anna's Retreat St. Thomas, V.I. 00802
2.	Policy Period: 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From:	January 1, 1984 To: January 1, 1985
	REPRESENTATIVE: Agent or Broker	ANTILLES INSURANCE, INC.
	Office Address	P.O. Box 2698
	Town and State	St. Thomas, V.I. 00801

COVERAGE is provided in the AFIA member company designated below:

FIREMAN'S FUND INSURANCE COMPANY

THIS CERTIFICATE SHALL HAVE THE SAME STATUS AS THOUGH A NEW POLICY HAD BEEN WRITTEN, WITH SIMILAR PROVISIONS, STIPULATIONS AND AGREEMENTS

In consideration of the payment of the premium, it is agreed that the above policy is renewed for the policy period stated above, subject to all its terms except as otherwise stated herein.

If, prior to the effective date stated in this certificate, the company has adopted revised provisions for the form of the policy renewed by this certificate. In order to afford, without additional premium, a broader insurance to all risks such as that insured by the policy, the insurance afforded for the policy period stated in this certificate shall be construed in accordance with the provisions of such revision.

3.

	COVERAGES		LIMITS OF LIABILITY	USE ONLY IF 2 CARS CAR NO. 1	CAR NO. 2	Total Premiums
A	Bodily Injury Liability		$ 300,000 each person $ 500,000 each occurrence	$ 231	$	$ 231
B	Property Damage Liability		$ 50,000 each occurrence	145		145
C	Medical Payments		$ each person			
D	(1) Comprehensive (excluding Collision)		$ (INSERT AMOUNT OR "ACTUAL CASH VALUE")			
	(2) Personal Effects		$100			
E	Collision	Actual Cash Value Less	$ deductible			
F	Fire, Lightning and Transportation		$			
G	Theft		$			
H	Combined Additional Coverage		$			
I	Towing and Labor Costs		$ per disablement			
J	Uninsured Motorists		$ 10,000 each person $ 20,000 each accident	20		20
	Endorsements (IDENTIFY BY FORM NUMBERS)		#			
	A-1(79); Endt."A"					
	RATING DATA	Rate Class 1CL3	Rate Symbol 1NCD30%		Total Premium	$ 396

4. Description of the automobile(s)

CAR	YEAR	TRADE NAME AND BODY TYPE	IDENTIFICATION MOTOR OR SERIAL NUMBER	H.P.	NO. CYLS.	AIR COND?	TWO WAY PHONE OR RADIO?	FACTORY LIST PRICE AND AGE GROUP	ACTUAL COST WHEN PURCHASED INCLUDING EQUIPMENT	NEW/USED
1.	19									
2.	19									

5. Unless otherwise stated herein: (a) The owned automobile will be principally garaged in the town or city designated in Item 1 above; (b) During the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder:** St. Thomas, V.I.

6. Loss Payee: Any loss under Part III is payable as interest may appear to the named insured and NAME None ADDRESS

CERTIFICATE ISSUED? YES ☐ NO ☐

In Witness Whereof, the company has caused this certificate to be countersigned by a duly authorized representative of the company.

11/23/83 erj

ANTILLES INSURANCE, INC.

Countersigned by R. L. Stewart
Authorized Representative

Form No. A1008(R) Printed 2-81

TLT 000 2169

ALL PURPOSE ENDORSEMENT "A"

The following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Policy.

*This Endorsement, Effective	Forms a Part of Policy No.	Of the
January 1, 1983	BAL 1001	Fireman's Fund Insurance Company

*Issued To
Ramsay Motors, Inc. & Holiday Rent-A-Car, Inc.

In consideration of an Additional Premium of $ ---- a Return Premium of $ ----

It is understood and agreed that the Policy is amended as follows:

In consideration of the insurance of this policy, the description of automobile is amended as follows:

Any owned automobile furnished by the insured to others for pleasure use only while such others are the guests of Ramsay Motors, Inc. or Mr. & Mrs. Robert Ramsay. Not more than one automobile at any time is covered by this policy.

The insured agrees to notify the company each time an automobile is in use as defined above.

11/28/83 erj

ANTILLES INSURANCE, INC./STT

Authorized Representative

FORM NO. 1534-25M (REV. 9/75)

TLT 003 2170

COUNTERSIGNATURE DATE	RENEWAL OR REPLACEMENT NO.
1/13/84	GAL 5001805

GENERAL--AUTOMOBILE LIABILITY POLICY

Two. This Declarations page and Coverage Part(s) with "Policy Provisions-Part One" completes the below numbered

	DECLARATIONS	POLICY NUMBER: GAL 5001876
1.	Named Insured	RAMSAY MOTORS; HOLIDAY RENT-A-CAR AND R & R PROPERTIES; INC. A/T/I/M/A
	ADDRESS: (Number & Street, Town & Zip No.)	405 Anna's Retreat St. Thomas, V.I. 00802
2.	Policy Period: 12:01 A. M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From:	January 1, 1984 To: January 1, 1985
	REPRESENTATIVE: Agent or Broker	Antilles Insurance, Inc.
	Office Address	P.O. Box 2698
	Town	St. Thomas, V.I. 00801

COVERAGE is provided in the AFIA member company designated below:

FIREMAN'S FUND INSURANCE COMPANY

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

	LIMITS OF LIABILITY			ADVANCE PREMIUM
☐ Comprehensive General Liability Insurance				
☐ Owners', Landlords' and Tenants' Liability Insurance				
☐ Manufacturers' and Contractors' Liability Insurance				
☐ Contractual Liability Insurance				
☐ Completed Operations and Products Liability Insurance	EACH OCCURRENCE	AGGREGATE		
Bodily Injury Liability	$	$		$
Property Damage Liability	$	$		$
	EACH PERSON	EACH ACCIDENT		
☐ Premises Medical Payments Insurance	$	$		$
	AGGREGATE			
☒ Personal Injury Liability Insurance	$			$ 312
☐ Comprehensive Personal Insurance ☐ Farmer's Comprehensive Personal Insurance	EACH PERSON	EACH OCCURRENCE	EACH ACCIDENT	
Personal Liability	XXXXXX	$	XXXXXX	
Personal Medical Payments	$	XXXXXX	$	$
Physical Damage to Property	XXXXXX	$	XXXXXX	
(Applicable to Farmer's Comprehensive Personal Insurance only) Animal Collision	Market value not exceeding $400 each animal			$
☐ Basic Automobile Liability Insurance ☐ Comprehensive Automobile Liability Insurance	EACH PERSON	EACH OCCURRENCE		
Bodily Injury Liability	$	$		$
Property Damage Liability	XXXXXX	$		$
	EACH PERSON	EACH ACCIDENT		
☒ Automobile Medical Payments Insurance	$ 1,000	XXXXXX		$
☒ Uninsured Motorists Insurance	$10,000	$ 20,000		$ 75
☒ Garage Insurance	See Coverage Part for Limits of Liability			$ 3,547
☐ Automobile Physical Damage Insurance (Non-Fleet)	See Coverage Part for Limits of Liability			$
☐ Automobile Physical Damage Insurance (Fleet) Dealers XXXXXXXXX				$ 785
☐ Schedule Automobile Liability Insurance	See Coverage Part for Limits of Liability			$
Endorsements and Additional Coverage Parts # (IDENTIFY BY FORM NUMBERS)	See Endt. "A"			$ 132
†If Policy Period more than one year and the premium is to be paid in installments, premium is payable: On effective date of policy $	1st Anniversary $		Total Advance Premium 2nd Anniversary	$ 4,851 $
Audit Period: Annual, unless otherwise stated.**				

4. The named insured is: Individual [ ] ; partnership [ ] ; corporation [X] ;
joint venture [ ] ; other

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

**ABSENCE OF AN ENTRY MEANS "NO EXCEPTION". † not applicable in Texas

1/13/84 reh

Countersigned by ANTILLES INSURANCE, INC.

Authorized Representative

FUF 003 2171

ALL PURPOSE ENDORSEMENT

The following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Policy.

*ndorsement, Effective	Forms a Part of Policy No.	Of the
January 1, 1984	GAL 5001876	Fireman's Fund Insurance Company

*Issued To

Ramsay Motors; Holiday Rent-A-Car and R & R Properties, Inc. A/T/I/M/A

In consideration of an Additional Premium of $ _____, a Return Premium of $ _____

it is understood and agreed that the Policy is amended as follows:

FORM	DESCRIPTION	EDITION
L4061s	GARAGE INSURANCE COVERAGE PART	(1/73)
A409	USE OF OTHER AUTOMOBILES COVERAGE	(1/74)
Endt. "B"	THEFT & VADALISM DEDUCTIBLE	(9/75)
A 118	AUTOMOBILE PHYSICAL DAMAGE INSURANCE (DEALERS)	(1/74)
Endt. "C"	FLOOD EXCLUSION	(9/75)
L4062s	UNINSURED MOTORISTS INSURANCE COVERAGE PART	(1/73)
L4065s	PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART	(1/73)
E.L.	EMPLOYER'S LIABILITY STOP-GAP COVERAGE ENDORSEMENT	(7/77)
24PR	LENDER'S LOSS PAYABLE CLAUSE	(7/58)
SPL 4	AMENDATORY ENDORSEMENT AS RESPECTS COVERAGE OUTSIDE THE U.S. VIRGIN ISLANDS	(4/83)
)851	LIMITED COVERAGE FOR CERTAIN INSUREDS	(1/74)

ANTILLES INSURANCE, INC.

R. L. Stewart

Authorized Representative

FORM NO. 1534-25M (REV. 9/75)

TUI 005 2172

GARAGE INSURANCE COVERAGE PART

ULE — General—Automobile Liability Policy No. GAL 5001876

Item 1. The insurance afforded is only with respect to such of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	HAZARDS	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Garage Liability — G. Bodily Injury Liability (Garage operations including)	Automobile Hazard 1	$ 300 ,000 each person	$ 2,105
	Automobile Hazard 2	$ 500 ,000 each occurrence	
	Automobile Elevators—"Pigeon Hole" Type		
H. Property Damage Liability (Garage operations including)	Automobile Hazard 1	$ 50 ,000 each occurrence	947
	Automobile Hazard 2	subject to $100 deductible as set	
	Automobile Elevators—"Pigeon Hole" Type	forth in Limits of Liability provision	
Expenses for Medical Services — I. Automobile Medical Payments	Prem. Rate: Percentage of Cov. G Prem. 8.5 %	$ 1,000 each person	
I. and J. Automobile and Premises Medical Payments	------ %		179
Garagekeepers' Legal Liability — K-1. Fire and Explosion	Specific limit per location as stated in Item 3 subject to:		
K-2. Theft of the entire automobile	$25 vandalism deductible		91
K-3. Riot and Vandalism			
K-4. Collision or Upset	$ deductible.	Limit of liability includes $5000 limit for loss to property other than automobiles	80
		Total Advance Premium	$ 3,402

2. (a) All automobiles owned by the named Insured are used principally in garage operations of the named Insured, except automobiles (1) assigned to the named Insured, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.
(b) Automobiles owned by the named Insured are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the named Insured, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them unless more than one automobile is furnished concurrently to such person and then show only the number of automobiles so furnished in excess of one):

Name		Number of Such Automobiles	Name		Number of Such Automobiles
Name			Name		

3. The following are the addresses of all premises where the named Insured conducts garage operations. (If more than one, see Schedule attached.)

GARAGE LIABILITY

Loc. No.	Address (show main sales location, if any, as Location No. 1)	Premium Basis: Class	Premium Basis: Remuneration	Rates: Coverage G (Per $100 of Remuneration)	Rates: Coverage H (Per $100 of Remuneration)	Advance Premium: Coverage G	Advance Premium: Coverage H	Minimum Premium
1.		A	10,400	$ .865	$ .394	$ 90	$ 41	Coverage G $ 632
		B	2,000	10.797	4.848	216	97	
		C	52,000	3.46	1.5551	1,799	809	Coverage H $ 237
		Total † Furnished Automobile		Per Automobile		2,105	947	
								Coverage I $
	Automobile Elevators—"Pigeon Hole" Type	No. Insured		Each				Coverage I & J $

GARAGEKEEPERS' LEGAL LIABILITY

Loc. No.	Max. No. of Customers' Automobiles Stored	Limit of Liability
1.	35	$ 30,000
2.		$
3.		$

The business of the named Insured at Location No. 1 is:
☐ Franchised Dealer ☐ Non Franchised Dealer ☐ Repair Shop ☒ Service Station ☒ Storage Garage or Public Parking Place ☐ Equipment and Implement Dealer

†USE TOTAL REMUNERATION AS PREMIUM BASIS FOR HAZARD 2.

n used as a premium basis:

muneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named Insured, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum with respect to Dealer Risks (Hazard 1) or $5,200 per annum with respect to Non-Dealer Risks (Hazard 2).

"Class A" means all clerical office employees.

"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile owned by the named Insured; and all salesmen, general managers, service managers and chauffeurs.

"Class C" means all other employees.

I. GARAGE LIABILITY

COVERAGE G—BODILY INJURY LIABILITY

COVERAGE H—PROPERTY DAMAGE LIABILITY

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

Coverage G. bodily injury or

Coverage H. property damage

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

Exclusions

This insurance does not apply, under the Garage Liability Coverages:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator or Automobile Elevator—"Pigeon Hole" Type at premises owned, rented or controlled by the named insured; but this exclusion does not apply to an escalator or Automobile Elevator—"Pigeon Hole" Type at premises which the named insured owns, rents or controls only in part unless the named insured operates, maintains or controls the escalator or Automobile Elevator—"Pigeon Hole" Type;

(c) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(d) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to:

(1) any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or liability assumed by the insured under an incidental contract;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any

(1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the named insured and not being delivered, demonstrated or tested,

(2) automobile

(i) while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(ii) while rented to others by the named insured unless to a salesman for use principally in the business of the named insured, or

(iii) while being used by the insured as a public or livery conveyance or for carrying property for a charge;

(3) watercraft owned or operated by or rented or loaned to any insured, or any other watercraft operated by any person in the course of his employment by any insured; but this exclusion (e) (3) does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(4) aircraft;

(f) to bodily injury or property damage arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the named insured by independent contractors, or acts or omissions of the named insured in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof;

(g) to property damage to

(1) property owned by, rented to or held for sale by the insured, or

(2) property in the care, custody or control of or being transported by the insured or property as to which the insured is for any purpose exercising physical control;

but part (2) of this exclusion does not apply to property damage arising out of the ownership, maintenance or use at the premises of any automobile servicing hoist designed to raise the entire automobile, or to such insurance as is afforded for the use of elevators at the premises;

(h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

to loss of use of tangible property which has not been physically injured or destroyed resulting from

(i) (1) a delay in or lack of performance by or under any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(j) to property damage to any of the named insured's products if such property damage results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;

(k) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(l) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(m) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the insured under an incidental contract, or

(2) expenses for first aid under the Supplementary Payments provision;

(n) to bodily injury or property damage for which the insured or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

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

II. EXPENSES FOR MEDICAL SERVICES

COVERAGE I—AUTOMOBILE MEDICAL PAYMENTS

COVERAGE J—PREMISES MEDICAL PAYMENTS

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

Coverage I. to or for each person who sustains bodily injury, caused by accident, while occupying any automobile which is being used by any person who is an insured under the bodily injury liability coverage with respect to such use;

Coverage J. to or for each person who sustains bodily injury, caused by accident, and arising out of the ownership, maintenance or use of the premises for the purposes of a garage, and all operations necessary or incidental thereto.

Exclusions

This insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to bodily injury sustained by any employee of an insured under the bodily injury liability insurance arising out of and in the course of his employment by such insured;

(b) under the Premises Medical Payments Coverage, to bodily injury sustained by

(1) any person while occupying or through being struck by an automobile away from the premises;

(2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(3) the named insured, or any partner therein or member thereof, or any employee of the named insured arising out of and in the course of his employment by the named insured;

(4) any person while engaged in maintenance, alteration, demolition or new construction operations for the named insured or for any lessor of the premises;

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(1) the ownership, maintenance, operation, use, loading or unloading of any escalator or Automobile Elevator—"Pigeon Hole" Type at premises owned, rented or controlled by the named insured; but this exclusion (c) (1) does not apply to an escalator or Automobile Elevator—"Pigeon Hole" Type at premises which the named insured owns, rents or controls only in part unless the named insured operates, maintains or controls the escalator or Automobile Elevator—"Pigeon Hole" Type;

tructural alterations, new construction or demolition operations for the named insured by independent contractors or their subcontractors, or omissions or supervisory acts of the insured in connection therewith;

(d) under the Premises Medical Payments Coverage, to bodily injury resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion applies when the named insured is such an owner or lessor;

(e) under the Premises Medical Payments Coverage, to any medical expense for services by the named insured, any employee thereof, or any person or organization under contract to the named insured to provide such services;

(f) under the Automobile and Premises Medical Payments Coverage, to bodily injury sustained by an employee of any garage, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(g) under the Automobile and Premises Medical Payments Coverage, to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

III. GARAGEKEEPERS' LEGAL LIABILITY

COVERAGE K-1—FIRE AND EXPLOSION

COVERAGE K-2—THEFT of the entire automobile

COVERAGE K-3—RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM

COVERAGE K-4—COLLISION OR UPSET

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

Coverage K-1. loss to an automobile caused by fire or explosion other than explosion of tires;

Coverage K-2. loss to an automobile caused by theft of the entire automobile;

Coverage K-3. loss to an automobile caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each automobile $25 shall be deducted from each loss caused by malicious mischief or vandalism;

Coverage K-4. loss to an automobile or other property of a kind customarily left in charge of a garage caused by collision of the automobile or such property with another object or by upset thereof, but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the Insured shall become legally obligated to pay as damages because of each loss, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

occurring while such automobile or other property is in the custody of the Insured for safekeeping, storage, service or repair

(1) at a location stated in the schedule or while temporarily removed therefrom in the ordinary course of the Insured's business, or

(2) away from the premises if the Insured is attending such automobile or property;

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

The Supplementary Payments provisions of the policy are applicable to the insurance afforded for Garagekeepers' Legal Liability, except the provisions with respect to the cost of bail bonds and expenses for first aid.

Exclusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:

(a) liability of the Insured under any agreement to be responsible for loss;

(b) to an automobile or other property

(i) the named insured or [illegible] spouse of any one of them if a resident of the same household,

(ii) an employee of the named insured or his spouse if a resident of the same household, unless the automobile or other property is in the custody of the named insured under an agreement for which a specific pecuniary charge has been made, or

(2) in the custody of the named insured for demonstration or sale;

(c) to loss by theft due to any fraudulent, dishonest or criminal act by the named insured, a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to loss arising out of the use of any elevator, or any automobile servicing hoist designed to raise an entire automobile;

(e) to defective parts, accessories or materials furnished or to faulty work performed on an automobile, out of which loss arises;

(f) to an automobile or other property while the automobile is being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

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

(h) to loss due to radioactive contamination;

(i) with respect to Coverages K-1 and K-3, to damages for loss of use of an automobile.

IV. PERSONS INSURED

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

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:

(1) the named insured;

(2) with respect to garage operations other than the automobile hazard:

(a) any employee, director or stockholder of the named insured while acting within the scope of his duties as such,

(b) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business,

(c) if the named insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such,

(d) any person or organization having a financial interest in the garage operations of the named insured;

(3) with respect to the automobile hazard:

(a) any person while using, with the permission of the named insured, any automobile to which the insurance applies under the automobile hazard, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading of an automobile, such person shall be an Insured only if he is:

(i) (i) a borrower of the automobile, or

(ii) a partner, member or employee of the named insured or of such borrower;

(b) any other person or organization but only with respect to his or its liability because of acts or omissions of the named insured or an Insured under (a) above.

None of the following is an Insured:

(i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;

(ii) any person or organization, other than the named insured or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the named insured;

(iii) any person or organization, other than the named insured, with respect to any automobile

(a) owned by such person or organization or by a member (other than the named insured) of the same household, or

(b) possession of which has been transferred to another by the named insured pursuant to an agreement of sale;

(iv) any partner, member or employee of the named insured or the spouse of such person, with respect to property damage to property owned by, rented to or held for sale by the named insured, or property in the care, custody or control of or transported by the named insured.

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

B. Under the Garagekeepers' Legal Liability Coverages: (1) the named insured;

person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named Insured with respect to the conduct of such a business;

(c) any employee, director or stockholder of the named Insured while acting within the scope of his duties as such; and

(d) if the named Insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such.

V. LIMITS OF LIABILITY

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

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

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

With respect to property damage to any automobile arising out of work completed by or for the named Insured upon such automobile or part thereof, $100 shall be deducted from the total amount of all sums which the Insured shall become legally obligated to pay as damages on account of property damage to such automobile as a result of any one occurrence, and the limit of the company's liability shall be the difference between such deductible amount and the limit of Property Damage Liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the named Insured shall be adjusted at actual cost to him of labor and materials.

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

Coverages I and J—The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all medical expense incurred by or on behalf of each person who sustains bodily injury as the result of any one accident.

Coverages K-1, K-2, K-3 and K-4—Subject to the application of any deductible, the limit of the company's liability for loss at each location shall be the limit of liability stated in the schedule as applicable thereto; if, however, at the time of loss there were at the location where the loss occurred automobiles of others in the custody of the Insured in excess of the maximum number of automobiles indicated in the schedule for such location, the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such automobiles stated for such location bears to the number of automobiles at such location at the time the loss occurred.

Subject to the application of the deductible stated in the schedule, the limit of liability applicable to Coverage K-4 for loss to property of a kind customarily left in charge of a garage, other than automobiles, is $5,000, which sum is included in the applicable limit of liability for loss at the location.

All of the terms of this policy apply irrespective of the application of any deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the named Insured shall be adjusted at actual cost to him of labor and materials.

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

VII. ADDITIONAL DEFINITIONS

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

"automobile" means a land motor vehicle or trailer, other land equipment capable of moving under its own power, equipment for use therewith and animal drawn equipment. This definition replaces the definition of automobile set forth in the Definitions Section;

"automobile hazard" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.

(1) The ownership, maintenance or use (including loading or unloading) of any automobile for the purpose of garage operations, and (2) the occasional use for other business purposes and the use for non-business purposes of any automobile owned by or in charge of the named Insured and used principally in garage operations, and (3) the ownership, maintenance or use of any automobile owned by the named Insured while furnished for the use of any person.

Automobile Hazard 2.

The use in connection with garage operations of any automobile which is neither owned nor hired by the named Insured, a partner therein or a member thereof, or a member of the same household as any such person.

"garage" means an automobile sales agency, repair shop, service station, storage garage or public parking place;

"garage operations" means the ownership, maintenance or use of the premises for the purposes of a garage and all operations necessary or incidental thereto;

"loss" means direct and accidental loss of or damage to property which occurs during the policy period;

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

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

"premises" means premises where the named Insured conducts garage operations, and includes the ways immediately adjoining but does not include any portion of such premises upon which business operations are conducted by any other person or organization;

"trailer" includes semi-trailer.

VIII. ADDITIONAL CONDITIONS

A. *Limitation of Coverage Under Any Other Liability Insurance Part*
The insurance afforded under any other liability insurance made a part of this policy does not apply to garage operations, including the automobile hazard, for which insurance is afforded herein.

B. Insured's Duties in the Event of Loss
The Insured's duties in event of loss under the Garagekeepers' Legal Liability Coverages shall be as provided in the Condition with respect to an occurrence, claim or suit. In the event of theft or larceny, the Insured shall also promptly notify the police.

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

D. Non-Applicability of Subrogation Condition
The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this insurance.

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USE OF OTHER AUTOMOBILES—BROAD FORM

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

SCHEDULE

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

Premium			Name of Individual, or Partnership
Bodily Injury Liability	Property Damage Liability	Automobile Medical Payments	
$ Incl.	$ Incl.	$ Incl.	Robert & Rita Ramsay Nancy Ramsay
$	Total Premium		

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

1. Persons Insured

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

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

   (a) each individual named in the schedule of this endorsement and, while resident of the same household, the spouse of such individual, and

   (b) any other person or organization, not owning or hiring the automobile, but only with respect to his or its liability because of acts or omissions of an insured under (a) above.

2. The exclusion of the policy relating to public or livery conveyances does not apply to the bodily injury liability and property damage liability insurance afforded by this endorsement.

3. Exclusions

   This insurance does not apply:

   (a) to any insured while engaged in the business of his employer with respect to bodily injury to a fellow employee of such insured injured in the course of his employment;

   (b) to any insured while employed in or otherwise engaged in duties in connection with an automobile business;

   (c) if the individual named in the schedule of this endorsement is an employee, to the employer of such individual;

   (d) if the individual named in the schedule of this endorsement is a partner, to the partnership of which such individual is a member, unless such partnership is designated in the schedule of this endorsement;

   (e) to any automobile owned by such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;

   (f) to any automobile while used in the business or occupation of the named individual or spouse except an automobile operated or occupied by such named individual or spouse or a private chauffeur or a domestic servant of such named individual or spouse;

   (g) under division 1 of Automobile Medical Payments Insurance to any automobile while used by the insured as a public or livery conveyance.

4. Excess Insurance. The insurance afforded by this endorsement for bodily injury liability and for property damage liability shall be excess over any other valid and collectible insurance, whether primary, excess or contingent, available to the insured.

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

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

AUTHENTIC

TUT 003 2177

ALL PURPOSE ENDORSEMENT "B"

following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Policy.

*This Endorsement, Effective	Forms a Part of Policy No.	Of the
January 1, 1983	GAL 5001876	Fireman's Fund Insurance Company

*Issued To
Ramsay Motors; Holiday Rent-A-Car and R & R Properties, Inc. A/T/I/M/A

In consideration of an Additional Premium of $ _____ a Return Premium of $ _____
it is understood and agreed that the Policy is amended as follows:

THEFT AND VANDALISM DEDUCTIBLE

It is hereby understood and agreed that Garagekeepers' Legal Liability coverages K-2(Theft of the entire automobile) and K-3(Riot and Vandalism) are subject to a deductible of $100 for each automobile for loss caused by theft, malicious mischief and vandalism not to exceed a maxium deductible of $500 per occurrence.

All other terms and conditions of this policy remain unchanged.

R. L. Stewart
Antilles Insurance, Inc.
Authorized Representative

1/13/84 reh

FORM NO. 1534-25M (REV. 9/75)

TUT 003 2178

CA 00 40 (Ed. 1-74)

COVERAGE PART — AUTOMOBILE PHYSICAL DAMAGE INSURANCE (DEALERS) — A 118 (Ed. 1-74)

For attachment to Policy No. GAL 5001876 to complete said policy.

SCHEDULE

Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such types of covered automobiles and to interests therein as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in DPH Item 4. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this insurance having reference thereto.

PREMIUM (Deposit Premium if "Monthly" or Quarterly Reporting" Basis)	LIMIT OF LIABILITY: Each Covered Automobile	LIMIT OF LIABILITY: Per Location and "In Transit"	COVERED AUTOMOBILES Types and Interests Therein: NEW	COVERED AUTOMOBILES Types and Interests Therein: USED (Including Demonstrators and Service Vehicles)	COVERAGES
$ ---	Actual Cash Value less $ deductible	As stated in DPH Item 2	1	1 3 & 4	P — COLLISION
$ 785	Actual Cash Value		1	1 3 & 4	Q — FIRE, LIGHTNING OR TRANSPORTATION
$ Incl	Actual Cash Value less deductible of $50 ($100 if indicated by "☒") applicable as stated in "COVERAGE AGREEMENTS"		1	1 3 & 4	R — THEFT
$ Incl	Actual Cash Value less deductible of $50 ($100 if indicated by "☒") applicable as stated in "COVERAGE AGREEMENTS"		1	1 3 & 4	T — SUPPLEMENTAL
$					Form numbers of endorsements attached at issue
$ 785 Total	Coverages R & T subject to a $500 aggregate per occurence.				

MINIMUM EARNED PREMIUMS: $ Collision | $ Fire | $ Fire & Theft | $ 375 Supplemental

PREMIUM BASIS (Indicate Basis Agreed Upon by "☒")

A. Monthly Reporting. Values determined as—

☐ the average of the values for each day of the preceding month coming within the policy period

☐ the average of the values for the last business day of each week during preceding month coming within the policy period

☐ the values for the last business day of the preceding month coming within the policy period

B. Quarterly Reporting. Values determined as—

☐ the average of the values for the last business day of each of the preceding three months coming within the policy period

☐ the values for the last business day of every third month coming within the policy period

☒ C. Non-Reporting. Stated limit of liability (named locations)

DPH Item 2. Locations and Limits of Liability, Rates and Premiums applicable thereto:

(a) NAMED LOCATIONS. The named insured represents that the specific locations named herein are all of the locations (or spaces within locations owned, rented or controlled wholly or in part and used by the named insured as places of display or storage of covered automobiles as of the effective date of this insurance. The limit of the company's liability for each such named location shall be as stated herein, subject to all the terms of this insurance having reference thereto:

Loc. No.	PREMIUM: FIRE & SUPP. Coverages (If "Non-Reporting" Basis)	RATES: FIRE=Fire, Lightning or Transportation Cov. SUPP.=Supplemental Cov.	LIMIT OF LIABILITY	ADDRESS (Show main sales location as Location No. 1)
1	$	Fire		405 Estate Anna's Retreat
	$ 785	1.57 Supp.	$ 50,000	St. Thomas, V.I.
2	$	Fire		
	$	Supp.	$	
3	$	Fire		
	$	Supp.	$	
	$ Total Premium —Fire and Supp. Covs.		$ Total Limit of Liability —All Named Locations	

PREMIUM: COLLISION and THEFT Coverages	Blanket Annual RATES* — COLLISION and THEFT: For all Named Locations, based on (1) Monthly or Quarterly Reported Values or (2) if "Non-Reporting", Total Limit of Liability			COVERAGE
	First $50,000	$50,001 to $100,000	Over $100,000	
$				COLLISION
$				THEFT
$ Total Premium—Collision and Theft Coverages				

* If not same Rate for all Locations, Location No. precedes applicable Rate.

(b) UNNAMED LOCATIONS. The limit of the company's liability for unnamed locations shall be as stated herein, subject to all the terms of this insurance having reference thereto:

$ 10,000 each Additional Location — $ 10,000 each Temporary Location — $ 10,000 each Covered Automobile In Transit

DPH Item 3. Loss Payee: As stated in the Loss Payable Clause, any loss under this insurance is payable, as interest may appear to the named insured and

DPH Item 4. Explanation of entries in DPH Item 1 for designating the interests insured hereunder in covered automobiles to which this insurance applies:

B. Quarterly Reporting. Values determined as—

☐ the average of the values for the last business day of each of the preceding three months coming within the policy period

☐ the values for the last business day of every third month coming within the policy period

☒ C. Non-Reporting. Stated limit of liability (named locations)

DPH Item 2. Locations and Limits of Liability, Rates and Premiums applicable thereto:

(a) NAMED LOCATIONS. The named insured represents that the specific locations named herein are all of the locations or spaces within locations owned, rented, controlled wholly or in part and used by the named insured as places of display or storage of covered automobiles as of the effective date of this insurance. The limit of the company's liability for each such named location shall be as stated herein, subject to all the terms of this insurance having reference thereto:

Loc. No.	PREMIUM FIRE & SUPP. Coverages (If "Non-Reporting" Basis)	RATES FIRE=Fire, Lightning or Transportation Cov. SUPP.=Supplemental Cov.	LIMIT OF LIABILITY	ADDRESS (Show main sales location as Location No. 1)
1	$	Fire		405 Estate Anna's Retreat
	$ 785	1.57 Supp.	$ 50,000	St. Thomas, V.I.
2	$	Fire		
	$	Supp.	$	
3	$	Fire		
	$	Supp.	$	
	$ Total Premium—Fire and Supp. Covs.		$ Total Limit of Liability—All Named Locations	

PREMIUM COLLISION and THEFT Coverages	Blanket Annual RATES* — COLLISION and THEFT For all Named Locations, based on (1) Monthly or Quarterly Reported Values or (2) If "Non-Reporting" Total Limit of Liability			COVERAGE
	First $50,000	$50,001 to $100,000	Over $100,000	
$				COLLISION
$				THEFT
$ Total Premium—Collision and Theft Coverages				

* If not same Rate for all Locations, Location No. precedes applicable Rate.

(b) UNNAMED LOCATIONS. The limit of the company's liability for unnamed locations shall be as stated herein, subject to all the terms of this insurance having reference thereto:

$ 10,000	$ 10,000	$ 10,000
each Additional Location	each Temporary Location	each Covered Automobile in Transit

DPH Item 3. Loss Payee: As stated in the Loss Payable Clause, any loss under this insurance is payable as interest may appear to the named insured and

Item 4. Explanation of entries in DPH Item 1 for designating the interests insured hereunder in covered automobiles to which this insurance applies:

1 = Named Insured's interest in owned covered automobiles unencumbered by any security interest of a creditor of the named insured.

2 = Named Insured's equity only, in covered automobiles encumbered by any security interest of a creditor of the named insured.

3 = Named Insured's and its secured creditor's interest, subject to Loss Payable Clause, in covered automobiles encumbered by any security interest of such creditor.

4 = All interests in consigned automobiles.

I. COVERAGE AGREEMENTS

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

COVERAGE P. COLLISION — caused by collision;

COVERAGE Q. FIRE, LIGHTNING OR TRANSPORTATION — caused by:

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the covered automobile is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the covered automobile is being transported;

COVERAGE R. THEFT — caused by theft or larceny;

COVERAGE T. SUPPLEMENTAL — caused by:

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism,

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each covered automobile,

(i) under the Collision Coverage, such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

(ii) under the Theft Coverage, as respects loss to a covered automobile while stored or displayed at any open lot location other than a standard open lot, or in any building not securely enclosed and locked while unattended, this insurance shall apply only to the amount of each such loss in excess of the applicable deductible amount indicated in the schedule unless the entire covered automobile is taken or the loss occurs while the covered automobile is being transported or moved in the ordinary course of business;

(iii) under the Supplemental Coverage, the applicable deductible amount indicated in the schedule shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

2. GENERAL AVERAGE AND SALVAGE CHARGES

In addition to the applicable limits of liability, the company will, with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the named insured becomes legally liable.

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

Exclusions

This insurance does not apply:

(a) to any covered automobile while

(i) being used as a public or livery conveyance; or

(ii) in a building or premises occupied by the named insured as a factory or assembly plant, but this shall not be construed to mean salesrooms, service stations or garages; or

(iii) leased or rented to others, except while rented to a customer of the named insured while such customer's vehicle is temporarily left with the named insured for service or repair; or

(iv) being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

(b) to more than 4 covered automobiles while waterborne on any single boat, barge, or lighter, but this exclusion shall not apply to covered automobiles in a railroad car being transported on a car ferry;

(c) to damage which is due and confined to:

(i) wear and tear, or

(ii) freezing, or

(iii) mechanical or electrical breakdown or failure,

unless such damage results from a theft covered by this insurance;

(d) to tires, unless

(i) loss be coincident with and from the same cause as other loss covered by this insurance; or

(ii) damaged by fire or stolen and, as to the covered automobile, loss caused by such damage or theft is covered by this insurance;

(e) to loss occurring

(i) prior to delivery of any covered automobile sold by the named insured if the purchaser thereof has other insurance against such loss;

(ii) after delivery of any covered automobile sold by the named insured, whether or not subject to any security interest;

(over)

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(iii) after, or resulting from, the named insured's voluntarily parting with title to or possession of any covered automobile, if induced to do so by any fraudulent scheme, trick, device or false pretense, or from embezzlement, conversion, secretion, theft or larceny committed by any person entrusted by the named insured with custody or possession of the covered automobile;

(iv) at any additional location prior to the company's receipt of the named insured's report thereof, unless such loss occurs during the first 45 days after commencement of the use of such location;

(v) at any temporary location more than 7 days after commencement of its use;

(f) to loss due to

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

(ii) radioactive contamination;

(g) to loss to

(i) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the covered automobile;

(ii) any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;

(h) to the named insured's prospective profit of any nature;

(i) under the Collision Coverage, to any covered automobile while being driven, towed, or carried on any other land motor vehicle, trailer or semitrailer owned or hired by the named insured, from point of purchase or distribution to point of destination if such points are more than 50 road miles apart;

(j) under division (c) of the Fire, Lightning or Transportation Coverage, to loss to any covered automobile caused by the collision or upset of any land motor vehicle, trailer or semitrailer in or upon which the covered automobile is being transported;

(k) under the Supplemental Coverage, to loss resulting from rain, snow or sleet, whether or not wind-driven.

II. LIMIT OF LIABILITY

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

(a) the actual cash value of such covered automobile, or if the loss is to a part thereof the actual cash value of such part, at time of loss; nor

(b) what it would then cost to repair or replace such covered automobile or part thereof with other of like kind and quality, with deduction for depreciation;

provided that, unless with respect to such covered automobile the insurance afforded is designated in the schedule as applying to all parties at interest therein, the company shall not be liable for a greater proportion of any such loss than the amount at interest therein for the party whose interest is so designated bears to the actual cash value of such covered automobile at the time of such loss.

Subject to the above provisions respecting any one covered automobile, the limit of the company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed, as to all covered automobiles at one named, additional or temporary location, or as to a covered automobile in transit, the applicable limit of liability stated in the schedule; provided that, if the premium basis for this insurance is indicated in the schedule as:

(a) "Monthly Reporting"

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the monthly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the named location identified in the schedule as the main sales location, the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

but, if the first monthly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(b) "Quarterly Reporting"

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the quarterly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the named location identified in the schedule as the main sales location, the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

but, if the first quarterly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(c) "Non-Reporting"

The company shall not be liable for a greater proportion of such loss to any covered automobile than the total limits of liability stated in the schedule for all named locations bear to the aggregate actual cash value of all covered automobiles at the time of such loss.

III. POLICY PERIOD; TERRITORY

This insurance applies only to loss which occurs during the policy period, while the covered automobile is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof.

IV. ADDITIONAL DEFINITIONS

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

1. Limitation of Coverage Under Any Other Automobile Physical Damage Insurance Part

The insurance afforded under any other automobile physical damage insurance made a part of this policy does not apply to any covered automobiles, or parties at interest therein, for which insurance is afforded herein.

2. Premium

All premiums for this insurance shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The premium bases and rates for this insurance are as indicated in the schedule. If the premium basis so indicated is:

(a) "Monthly Reporting"

(i) The named insured shall render to the company, on or before the fifteenth day of each month a statement, on the form provided by the company, of the location of all covered automobiles and the actual cash value thereof at the close of business on a given day or days of the preceding month, determined as indicated in the schedule. Each such monthly statement of values reported for the named location identified in the schedule as the main sales location shall be inclusive of the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed monthly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the named insured's monthly statements and, upon notice thereof to the named insured, shall become due and payable. Upon expiration of this insurance or cancellation thereof by the named insured, the earned premium shall not be less than the minimum earned premium stated in the schedule;

(iii) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the named insured's failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(b) "Quarterly Reporting"

(i) The named insured shall render to the company, on or before the fifteenth day of the fourth month and of every third month thereafter a statement, on the form provided by the company, of the location of all covered automobiles and the actual cash value thereof at the close of business on a given day or days of the preceding three months, determined as indicated in the schedule. Each such quarterly statement of values reported for the named location identified in the schedule as the main sales location shall be inclusive of the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed quarterly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the named insured's quarterly statements and, upon notice thereof to the named insured, shall become due and payable. Upon expiration of this insurance or cancellation thereof by the named insured, the earned premium shall not be less than the minimum earned premium stated in the schedule;

(iii) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the named insured's failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(c) "Non-Reporting"

Additional or return premiums for increase or reduction of the limits of liability at named locations shall be computed pro rata. Upon termination of Collision or Supplemental Coverage, if afforded, by expiration or demand of the named insured, the earned premium for such Coverage shall not be less than the minimum earned premium stated in the schedule.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

3. Named Insured's Duties in Event of Loss

In the event of loss, the named insured shall:

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

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies, and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the named insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

4. Payment for Loss

... may repair or replace the damaged

subject to the ... the company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed, as to all covered automobiles at one named, additional or temporary location, or as to a covered automobile in transit, the applicable limit of liability stated in the schedule, provided that, if the premium basis for this insurance is indicated in the schedule as:

(a) "Monthly Reporting"

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the monthly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the named location identified in the schedule as the main sales location, the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

but, if the first monthly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(b) "Quarterly Reporting"

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the quarterly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the named location identified in the schedule as the main sales location, the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

but, if the first quarterly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(c) "Non-Reporting"

The company shall not be liable for a greater proportion of such loss to any covered automobile than the total limits of liability stated in the schedule for all named locations bear to the aggregate actual cash value of all covered automobiles at the time of such loss.

III. POLICY PERIOD; TERRITORY

This insurance applies only to loss which occurs during the policy period, while the automobile is within the United States of America, its territories or possessions, Canada, or is being transported between ports thereof.

IV. ADDITIONAL DEFINITIONS

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

"additional location" means any location owned, rented or controlled in whole or in part by the named insured which is (i) used as a place of display or storage of covered automobiles subsequent to the effective date of this insurance, and (ii) so reported to the company by the named insured;

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

"consigned automobile" means a land motor vehicle, trailer or semitrailer held by the named insured for sale, not owned by the named insured nor encumbered by a security interest of a creditor of the named insured;

"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is of a type designated in the schedule as a covered automobile to which this insurance applies and is:

(a) held by the named insured for sale; or

(b) used in the named insured's business as a sales agency or dealer for such vehicles, including repair service therefor, or as a demonstrator; or

(c) if so designated, a consigned automobile; or

(d) held by the named insured pending delivery after sale;

"loss" means direct and accidental loss or damage;

"named location" means the location, or space within the location, used by the named insured as a place of display or storage of covered automobiles, at each address shown in the schedule;

"security interest" means the interest of any creditor in a covered automobile which secures an obligation owed such creditor;

"standard open lot" means an open parking storage lot enclosed on all sides by a metal cyclone or equivalent fence not less than six feet in height, or bounded on one or more sides by the wall or walls of a building with no unprotected openings and with the exposed sides of the lot enclosed by a metal cyclone or equivalent fence not less than six feet in height, with openings securely locked when unattended;

"temporary location" means any location used by the named insured for the purpose of storing or displaying covered automobiles, other than a named or additional location or a location named in any other policy affording the named insured insurance against loss covered hereunder.

V. CONDITIONS

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

insured, officers ... named locations;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed quarterly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the named insured's quarterly statements and, upon notice thereof to the named insured, shall become due and payable. Upon expiration of this insurance or cancellation thereof by the named insured, the earned premium shall not be less than the minimum earned premium stated in the schedule;

(iii) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the named insured's failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(c) "Non-Reporting"

Additional or return premiums for increase or reduction of the limits of liability at named locations shall be computed pro rata. Upon termination of Collision or Supplemental Coverage, if afforded, by expiration or demand of the named insured, the earned premium for such Coverage shall not be less than the minimum earned premium stated in the schedule.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

3. Named Insured's Duties in Event of Loss

In the event of loss the named insured shall:

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

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the named insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

4. Payment for Loss

The company may pay for the loss in money or may repair or replace the damaged or stolen covered automobile or part thereof; but if requested by the company the named insured shall replace such covered automobile or part or furnish the labor and materials necessary for repairs thereto and the company shall pay only the actual cost to the named insured. The company may at any time before the loss is paid or the covered automobile is so replaced, at its expense return any stolen covered automobile to the named insured, with payment for any resultant damage thereto; or may take all or part of the damaged or stolen covered automobile at the agreed or appraised value but there shall be no abandonment to the company.

5. Appraisal

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

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

6. Action Against Company

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

7. Other Insurance

If the named insured has other insurance against a loss covered by this insurance, the company shall not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

8. No Benefit to Bailee

None of the provisions of this Insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

9. Terms of Insurance Conformed to Statute

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

AUTHENTIC

ALL PURPOSE ENDORSEMENT "C"

The following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Poli

*This Endorsement, Effective	Forms a Part of Policy No.	Of the
January 1, 1984	GAL 5001876	Fireman's Fund Insurance Company

*Issued To

Ramsay Motors; Holiday Rent-A-Car and R & R Properties, Inc. A/T/I/M/A

In consideration of an Additional Premium of $ _____ a Return Premium of $ _____

it is understood and agreed that the Policy is amended as follows:

FLOOD EXCLUSION

It is hereby understood and agreed that Automobile Physical Damage Insurance (Dealers) Coverage P. Comprehensive is amended to exclude any loss caused by flood or rising waters.

All other terms and conditions of this policy remain unchanged.

Antilles Insurance, Inc

R. L. Stewart

Authorized Representative

FORM NO. 1534-25M (REV. 9/75)

TUT 003 2183

SCHEDULE

General—Automobile Liability Policy No. GAL 5001876

Designated Insured

Ramsay Motors, Inc.; Holiday Rent-A-Car & R & R Properties, Inc., A/T/I/M/A

Description of Insured Highway Vehicles (Check appropriate box)
[X] Any automobile owned by the named insured
[X] Any private passenger automobile owned by the named insured
[ ] Any highway vehicle to which are attached dealer's license plates issued to the named insured
[ ] Any highway vehicle designated in the declarations of the policy by the letters "UM" and a highway vehicle ownership of which is acquired during the policy period by the named insured as a replacement therefor
[ ] Any mobile equipment owned or leased by and registered in the name of the named insured
[ ] _____

I. COVERAGE U—UNINSURED MOTORISTS

(Damages for Bodily Injury)

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

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

Exclusions

This insurance does not apply:

(a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;

(b) any other person while occupying an insured highway vehicle; and

(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

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

III. LIMITS OF LIABILITY

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

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

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

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

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

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

including all sums paid under the bodily injury liability coverage of the polic and

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

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

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

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

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

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

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

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

(c) a vehicle while located for use as a residence or premises;

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

(a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;

the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle:

(a) described in the schedule as an insured highway vehicle to which the bodily injury liability coverage of the policy applies;

(b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured highway vehicle" shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

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

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

"uninsured highway vehicle" means:

(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a hit-and-run vehicle;

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

(i) an insured highway vehicle,

(ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Premium.

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

B. Proof of Claim; Medical Reports.

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

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

C. Assistance and Cooperation of the Insured.

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

D. Notice of Legal Action.

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

E. Other Insurance.

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

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

F. Arbitration.

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

G. Trust Agreement.

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

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the insured, or

(b) if the insured be a minor to his parent or guardian, or

(c) if the insured be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

SCHEDULE General—Automobile Liability Policy No. GAL 5001876

The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

GROUPS OF OFFENSES	ADVANCE PREMIUM
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ Incl.
B. Libel, Slander, Defamation or Violation of Right of Privacy	$ Incl.
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$ Incl.
Insured's Participation 0 % — Minimum Premium $ — Total Advance Premium	$ Incl.

Exclusion "C" deleted.
Subject to $500,000 Aggregate

I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement;

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

(c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;

(d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

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

(a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

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

III. LIMITS OF LIABILITY INSURED'S PARTICIPATION

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

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of person injury arising out of an offense to which this insurance applies.

EMPLOYER'S LIABILITY STOP-GAP COVERAGE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy under Coverage Part....Bodily Injury Liability, applies also to the liability of the insured for damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained by any employee of the insured arising out of and in the course of his employment by the insured in the United States Virgin Islands or in operations necessary or incidental thereto, subject to the following provisions:

A. This insurance applies only provided the insured (1) has, where required, filed acceptance or election of the workmen's compensation law of the United States Virgin Islands and will not file notice of rejection of the provisions of such laws during the policy period, (2) has insured all employees required to be insured under each such law and (3) duly reports all payrolls and pays all premiums due thereunder.

B. As respects the insurance afforded by this endorsement, the exclusions of the policy are deleted. This insurance does not apply:

a. to bodily injury by accident or disease, including death at any time resulting therefrom, sustained by a master or member of the crew of any vessel or by any employee of the insured in the course of an employment subject to the United States Longshoremen's and Harbor Workers' Compensation Act, U.S. Code (1946) Title 33, Sections 901-49 or the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, sustained by any member of the flying crew of any aircraft, or sustained by any employee with respect to whom the insured is not required to contribute to a workman's compensation insurance fund;

b. to liability assumed by the insured under any contract or agreement, but this exclusion does not apply to a warranty that work performed by or on behalf of the insured will be done in a workmanlike manner;

c. (1) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;

d. to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;

e. to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law;

f. to fines or penalties imposed on the insured for failure to comply with the requirements of any workmen's compensation, occupational disease or industrial safety law.

C. Definitions

a. Bodily Injury by Accident; Bodily Injury by Disease. The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by accident".

b. Assault and Battery. Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

D. Application of Endorsement

This endorsement applies only to injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

E. Limits of Liability

The limit of the Company's liability under this endorsement is $ 300,000 for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one or more employees in any one accident. The total limit of the Company's liability for all claims arising under the provisions of this endorsement shall not exceed $ 300,000 in any one annual period of insurance.

The limits of liability stated herein shall not be cumulative with any limit of liability stated elsewhere in the policy.

The inclusion herein of more than one insured shall not operate to increase the limits of the Company's liability.

TUT 003 2188

Form No.24- Puerto Rico Inspection & Rating Bureau - 5-7-58

LENDER'S LOSS PAYABLE CLAUSE

Loss, if any, under this policy shall be payable to Small Business Administration

whose address is P.O. Box 1915, Hato Rey, Puerto Rico 00919

as lender, mortgagee, or trustee, as interest may appear.

It is understood that the lender, mortgagee or trustee now has or will acquire from time to time an insurable interest in certain property insured under this policy as established by warehouse receipts, bills of lading, documentary or other written evidence.

This insurance, solely as to the interest therein of the lender, mortgagee or trustee, shall not be impaired or invalidated by any act or neglect of the borrower, mortgagor or owner of the within described property except as provided in the last paragraph hereof, nor by any change in the title or ownership of the property, nor by the occupation of the premises wherein such property is located for purposes more hazardous than are permitted by this policy; provided that in case the borrower, mortgagor or owner shall neglect to pay any premium due under this policy, the lender, mortgagee or trustee shall, on demand, pay the same.

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

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the lender, mortgagee or trustee for ten days after notice to the lender, mortgagee or trustee of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the lender, mortgagee or trustee any sum for loss or damage under this policy and shall claim that, as to the borrower, mortgagor, or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may, at its option, pay the lender, mortgagee or trustee, the whole principal due or to grow due on the debt with interest, and shall thereupon receive a full assignment and transfer of the debt and of the mortgage and of all such other securities as evidence the interest of the lender, mortgagee or trustee in the within described property; but no subrogation shall impair the right of the lender, mortgagee or trustee to recover the full amount of its claim against the borrower, mortgagor or owner.

All the other terms and conditions of the policy to which this endorsement is attached and of which it is a part, remain unchanged which other terms and conditions include the limit(s) of liability named in the policy and the conditions of any Value Reporting, Full Reporting, Total Insurance or Average Clauses incorporated therein or attached thereto.

Attached to and forming a part of Policy No. GAL 5001876 of the Fireman's Fund Ins. Company

of California Issued at its St. Thomas, V.I. Agency-

Dated January 1, , 19 84

ANTILLES INSURANCE , INC.

.....

General Agent

TUT 003 2189

AMENDATORY ENDORSEMENT AS RESPECTS COVERAGE OUTSIDE THE U.S. VIRGIN ISLANDS

It is agreed that, if the combined Bodily Injury and Property Damage Liability Limits in the Schedule of this policy exceed $500,000 each occurrence, the Limits are combined into a single limit of liability for both Bodily Injury and Property Damage Liability and are amended to read as stated below, but only as respect occurrences within the United States of America, Puerto Rico or Canada:

$500,000 each occurrence
$500,000 aggregate

It is further agreed that Section III, Limits of Liability, is deleted in its entirety and the following is substituted therefor:

"III. Limits of Liability.

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

Single Limit of Liability - The Company's limit of liability for Bodily Injury and Property Damage combined stated in Paragraph 1. above as applicable to "each occurrence" is the total limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence.

Subject to the above provisions respecting "one occurrence" the total liability of the Company for all damages because of bodily injury and property damage shall not exceed the limit stated in Paragraph 1. above as "aggregate".

For the purposes of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence."

TUT 003 2190

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

GARAGE INSURANCE

LIMITED COVERAGE FOR CERTAIN INSUREDS

In consideration of the reduced rate of premium made applicable to the Garage Liability Insurance, it is agreed that garage customers are not insureds with respect to the automobile hazard except in accordance with the following additional provisions:

1. If there is other valid and collectible insurance, whether primary, excess or contingent, available to the garage customer and the limits of such insurance are sufficient to pay damages including damages for care and loss of services because of bodily injury or property damage up to the amount of the applicable financial responsibility limit, no damages including damages for care and loss of services because of bodily injury, or property damage are collectible under this policy.

2. If there is other valid and collectible insurance available to the garage customer, whether primary, excess or contingent, and the limits of such insurance are insufficient to pay damages including damages for care and loss of services because of bodily injury, or property damage up to the amount of the applicable financial responsibility limit, then this insurance shall apply to the excess of damages including damages for care and loss of services because of bodily injury, or property damage up to such limit.

3. If there is no other valid and collectible insurance, whether primary, excess or contingent, available to the garage customer, this insurance shall apply but the amount of damage for care and loss of services because of bodily injury, or property damage payable under this policy shall not exceed the applicable financial responsibility limit.

4. As used in this endorsement:

"applicable financial responsibility limit" refers to the applicable limit of the financial responsibility law of the state where the automobile is principally garaged.

"garage customer" means any person while using and automobile owned, maintained or used for the purpose of garage operations and furnished or loaned to a customer of the garage or to a prospective purchaser, but does not include

(1) an employee, director, stockholder, partner or member of the named insured, or a resident of the same household as the named insured, such employee, director, stockholder, partner or member, or

(2)any organization named in Item 2(b) of the declarations and any person while using an automobile furnished to such named person or organization.

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

TERRITORIAL AMENDMENT ENDORSEMENT

Endorsement Effective	Forms a Part of Policy No.	Of The
Issued To		

In consideration of the premium charged for this policy, it is understood and agreed that the "policy territory" definition is amended to read:

"policy territory" means:

(1) the United States of America, its territories or possessions and/or British Virgin Islands, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;"

_____
Authorized Representative

Endorsement No._____

Insert Declarations Page (Part Two) and Coverage Part(s) here so that top edge butts against fold of Contract, and permits policy number to appear through window. ATTACH ENDORSEMENTS, IF ANY, TO TOP BACK OF DECLARATIONS.

integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

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

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

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

"policy territory" means:

(1) the United States and/or British Virgin Islands, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation.

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

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

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

Conditions

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

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

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit. The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

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

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

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

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

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

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

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

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

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

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

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

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

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

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

9. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall

die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

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

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

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

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

IN WITNESS WHEREOF, the company has caused this policy to be signed by its duly authorized representative.

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

Nuclear Energy Liability Exclusion Endorsement--Broad Form

It is agreed that:

I. The policy does not apply:

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

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility.

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

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

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

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

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

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

(A stock insurance Company, herein called the Company)

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

Supplementary Payments

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

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

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

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

(d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

Definitions

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

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

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

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

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

(1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,

(2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

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

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

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

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

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

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an

[illegible] fissionable material;

"property damage" includes all forms of radioactive co

TUT 003 2195

INA

ANTILLES INSURANCE, INC.

Insurance

PEOPLES' BANK BLDG. BOX 2698
ST. THOMAS, VI 00801
774-2700

POLICY NUMBER 20-ST-000031

RAMSAY MOTORS, ET AL
405 Anna's Retreat
St. Thomas, V.I. 00802

NAME OF INSURED

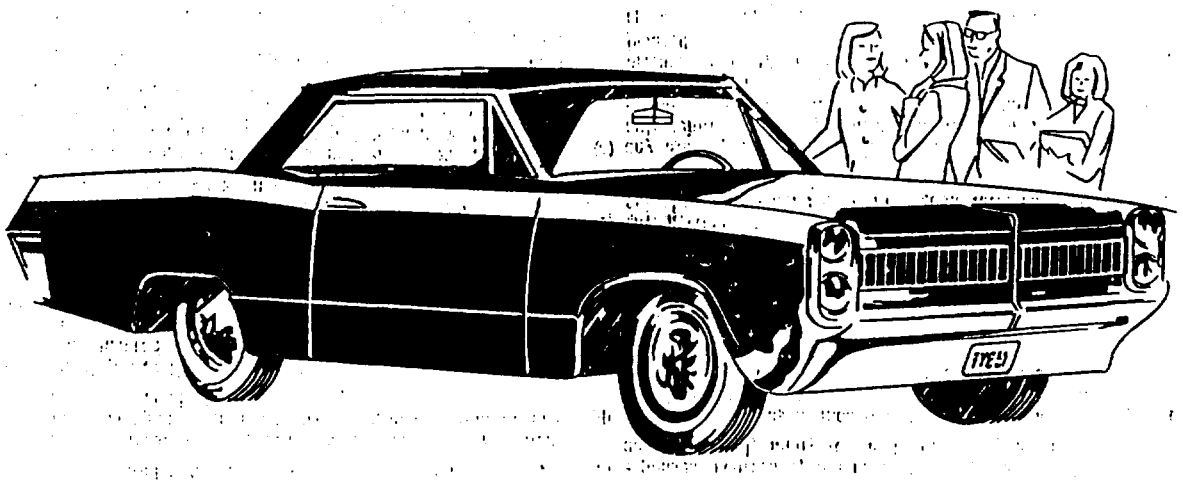
January 1, 1985 To: January 1, 1986

EXPIRES

ANTILLES INSURANCE, INC.
P.O. Box 2698
St. Thomas, V.I. 00801

PRODUCER ADDRESS

BASIC AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE POLICY



R 000175

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PENNSYLVANIA

Form No. A1002J Rev. 8-1-74

TUT 003 2196

Insurance Company of North ...
Philadelphia, Pennsylvania 19101

(A stock insurance company, herein called the company)

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

SECTION A—BASIC AUTOMOBILE LIABILITY INSURANCE

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

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

bodily injury or
property damage

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

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement;

(b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) to property damage to

(1) property owned or being transported by the insured, or

(2) property rented to or in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this insurance;

(e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payments provision;

(f) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any owned automobile or temporary substitute automobile while such automobile is being used as a public or livery conveyance, unless such use is specifically declared and described in the declarations;

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

II. SUPPLEMENTARY PAYMENTS

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

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

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or to furnish any such bonds;

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

(d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit including actual loss of earnings not to exceed $25 per day.

III. PERSONS INSURED

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

(a) the named insured;

(b) any partner or executive officer thereof, but with respect to a temporary substitute automobile only while such automobile is being used in the business of the named insured;

(c) any other person while using an owned automobile or a temporary substitute automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be insured only if he is:

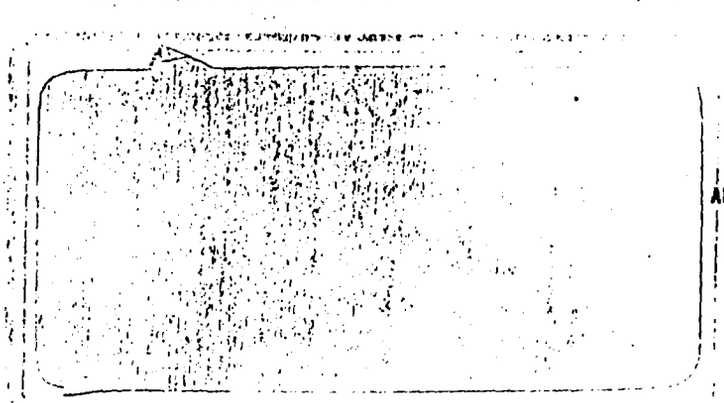
(1) a lessee or borrower of the automobile, or

(2) an employee of the named insured or of such lessee or borrower;

(d) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a), (b) or (c) above.

None of the following is an insured:

(i) any person while engaged in the business of his employer with respect



BASIC AUTOMOBILE LIABIL AND PHYSICAL DAMAG POLICY PROVISIONS PART ONE

TUT 003 2197

Insert Declarations page (Part Two) here so that top edge butts against fold of Contract, and permits policy number to appear through window. ATTACH ENDORSEMENTS, IF ANY, TO TOP BACK OF DECLARATIONS.

bodily injury to any fellow employee of such person injured in the course of his employment;

(ii) except as stated under (b) above, the owner of a temporary substitute automobile, or any agent or employee of such owner;

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

(1) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in the company (except a trailer designed for use with a four wheel private passenger automobile and not being used for business purposes with another type motor vehicle); or

(2) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;

(iv) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

IV. LIMITS OF LIABILITY

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

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

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

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

V. POLICY TERRITORY

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

VI. DEFINITIONS

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

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

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

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

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

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

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

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation;

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

VII. ADDITIONAL DEFINITIONS

(Automobile Liability Insurance)

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

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

"owned automobile" means either:

(a) an automobile which is owned by the named insured and described in the declarations; or

(b) an automobile ownership of which is newly acquired by the named insured during the policy period, provided

(i) it replaces an owned automobile as defined in (a) above, or

(ii) the company insures all automobiles owned by the named insured on the date of such acquisition and the named insured notifies the company within 30 days thereafter of his election to make this and no other policy issued by the company applicable to such automobile and pays any additional premium required therefor;

and "owned automobile" includes a trailer not described in this policy, if designed for use with a four wheel private passenger automobile and if not being used for business purposes with another type automobile;

"private passenger automobile" means a private passenger or station wagon type automobile and any automobile the purpose of use of which is stated in the declarations as pleasure and business;

"temporary substitute automobile" means an automobile not owned by the named insured or any resident of the same household, while temporarily used with the permission of the owner as a substitute for an owned automobile when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction;

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

and as to "purpose(s) of use":

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

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

VIII. ADDITIONAL CONDITIONS

A. Other Insurance—Temporary Substitute and Newly Acquired Automobiles

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With respect to a temporary substitute automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

With respect to an owned automobile ownership of which is newly acquired by the named insured during the policy period and not described in the declarations, this insurance shall not apply if any other valid and collectible insurance is available to the named insured.

Out of State Insurance

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

SECTION B—AUTOMOBILE MEDICAL PAYMENTS INSURANCE

I. COVERAGE C—AUTOMOBILE MEDICAL PAYMENTS

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

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

Division 2. to or for each insured who sustains bodily injury, caused by accident, while occupying or, while a pedestrian, through being struck by a highway vehicle.

Exclusions

This insurance does not apply:

(a) to bodily injury to any person or insured while employed or otherwise engaged in duties in connection with an automobile business, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

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

(c) under Division 1, to bodily injury to any employee of the named insured arising out of and in the course of employment by the named insured, but this exclusion does not apply to any such bodily injury arising out of and in the course of domestic employment by the named insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) under Division 2, to bodily injury sustained while occupying a highway vehicle owned by any insured, or furnished for the regular use of any insured by any person or organization other than the named insured.

II. PERSONS INSURED—DIVISION 2.

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

(a) any person designated as insured in the schedule;

(b) while residents of the same household as such designated person, his spouse and the relatives of either;

and if such designated person shall die, any person who was an insured at the time of such death shall continue to be an insured.

III. LIMIT OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this policy, (2) persons who sustain bodily injury, (3) claims made or suits brought on account of bodily injury, or (4) designated automobiles to which this policy applies, the limit of liability for medical payments stated in the declarations as applicable to "each person" is the limit of the company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury as the result of any one accident.

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

IV. ADDITIONAL DEFINITIONS

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

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

(a) an automobile not owned by the named insured while temporarily used as a substitute for an owned automobile designated in the schedule when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction; and

(b) a trailer designed for use with a private passenger automobile, if not being used for business purposes with another type automobile and if not a home, office, store, display or passenger trailer;

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

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

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

(c) a vehicle while located for use as a residence or premises;

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

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

V. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the policy territory.

VI. ADDITIONAL CONDITIONS

A. Medical Reports; Proof and Payment of Claim

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

B. Excess Insurance

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

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

C. Non-Applicability of Subrogation Condition

The Subrogation Condition does not apply to the Automobile Medical Payments Coverage.

SECTION C—UNINSURED MOTORISTS INSURANCE

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

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

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

Exclusions

This insurance does not apply:

(a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

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II. PERSONS INSURED

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

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;

(b) any other person while occupying an insured highway vehicle; and

(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

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

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this policy, (2) persons who sustain bodily injury, (3) claims made or suits brought on account of bodily injury, or (4) highway vehicles to which this policy applies,

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

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

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

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

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

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

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

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

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

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

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

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

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

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

(c) a vehicle while located for use as a residence or premises;

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

(a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;

(b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle:

(a) described in the schedule as an insured highway vehicle to which the bodily injury liability coverage of the policy applies;

(b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured highway vehicle" shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

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

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

"uninsured highway vehicle" means:

(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a hit-and-run vehicle;

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

(i) an insured highway vehicle,

(ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Premium

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

B. Proof of Claim; Medical Reports

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

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

C. Assistance and Cooperation of the Insured

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

D. Notice of Legal Action

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

E. Other Insurance

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

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by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the Insured has other similar insurance available to him and applicable to the accident, the damages shall be [illegible]d not to exceed the higher of the applicable limits of liability of this Insur[illegible]nd such other insurance, and the company shall not be liable for a greater p[illegible]tion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration

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

G. Trust Agreement

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

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or [illegible] for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company

Any amount due hereunder is payable

(a) to the insured, or

(b) if the Insured be a minor to his parent or guardian, or

(c) if the Insured be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

SECTION D—AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)

I. COVERAGE AGREEMENTS

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

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

OLLISION—caused by collision;

G. FIRE, LIGHTNING OR TRANSPORTATION—caused by

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the covered automobile is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the covered automobile is being transported;

H. THEFT—caused by theft or larceny;

I. COMBINED ADDITIONAL—caused by

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism,

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each covered automobile,

(i) under the Comprehensive coverage (except as to loss from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the declarations as applicable thereto;

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

2. The company will pay, under:

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

3. SUPPLEMENTARY PAYMENTS

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

(a) with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the named insured becomes legally liable;

(b) reimburse the named insured, in the event of a theft covered by this insurance of an entire covered automobile of the private passenger type (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such covered automobile during the period commencing 48 hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, when such covered automobile is returned to use or the company pays for the loss; but, as to any one such theft, such reimbursement shall not exceed $10 for any one day nor $300 total.

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

Exclusions

This insurance does not apply:

(a) to any covered automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the declarations;

(b) to damage which is due and confined to:

(i) wear and tear, or

(ii) freezing, or

(iii) mechanical or electrical breakdown or failure,

unless such damage is the result of other loss covered by this insurance;

(c) to tires, unless

(i) loss be coincident with and from the same cause as other loss covered by this insurance; or

(ii) damaged by fire (and if a covered automobile of the private passenger type, by malicious mischief or vandalism) or stolen and, as to the covered automobile, loss caused by such damage or theft is covered by this insurance;

(d) to loss due to

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

(ii) radioactive contamination;

(e) to loss to

(i) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the covered automobile;

(ii) any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;

(f) to loss to a camper body designed for use with a covered automobile and not designated in the declarations and for which no premium has been charged if such camper body was owned at the inception of the policy period or the inception of any renewal or extension period thereof;

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

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

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

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. LIMIT OF LIABILITY

ne limit of the company's liability for loss to any one covered automobile shall ot exceed the least of the following amounts:

) the actual cash value of such covered automobile, or if the loss is to a part thereof the actual cash value of such part, at time of loss; or

it would then cost to repair or replace such covered automobile or part eof with other of like kind and quality, with deduction for depreciation; or

) the limit of liability stated in the declarations as applicable to "each covered automobile" under the coverage afforded for the loss to such covered automobile, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a covered automobile newly acquired during the policy period and not described in the declarations, be deemed as having been replaced by "actual cash value".

II. POLICY PERIOD; TERRITORY; PURPOSES OF USE

his insurance applies only to loss which occurs during the policy period, while the *overed automobile is within the United States of America, its territories or* ossessions, or Canada, or is being transported between ports thereof and, if a *overed automobile described in the declarations, is maintained and used for the* urposes stated therein as applicable thereto.

V. DEFINITIONS

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

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

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

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

(a) designated in the declarations, by description, as a covered automobile to which this insurance applies and is owned by the named insured; or

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

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

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

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

"loss" means direct and accidental loss or damage;

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

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

as to "purposes of use":

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

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

V. CONDITIONS

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

1. Named Insured's Duties in Event of Loss

In the event of loss the named insured shall:

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

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the named insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

2. Payment for Loss

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

(a) repair or replace the damaged or stolen property, or

(b) return at its expense any stolen property to the named insured, with payment for any resultant damage thereto, at any time before the loss is so paid or the property is so replaced, or

(c) take all or any part of the damaged or stolen property at the agreed or appraised value,

but there shall be no abandonment to the company.

3. Appraisal

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

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

4. Action Against Company

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

5. Other Insurance

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

6. No Benefit to Bailee

None of the provisions of this insurance shall inure directly or indirectly to the *benefit of any carrier or other bailee for hire.*

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1. Premium

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

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

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit

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

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

3. Financial Responsibility Laws

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

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

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

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

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company

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

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

6. Other Insurance

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

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

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

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

7. Subrogation

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

8. Changes

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

9. Assignment

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

10. Cancellation

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

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

11. Declarations

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

TUT 003 2203

Nuclear Energy Liability Exclusion Endorsement

It is agreed that:

I. The policy does not apply:

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

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

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

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

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

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

"waste" means any waste material

(a) containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and

(b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

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

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

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

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

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

NEW YORK—It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement—Broad Form", printed above, do not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its duly authorized representative.

TUT 003 2204

Insurance Company of North America
Philadelphia, Pennsylvania 19101

COUNTERSIGNATURE DATE: 1/25/85 | BAL 1001

BASIC AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE POLICY

Part Two. This Declarations page with "Policy Provisions-Part One" completes the below numbered

Item	DECLARATIONS	POLICY NUMBER 20-ST-000031
1.	Named Insured · RAMSAY MOTORS, ET AL ADDRESS: · 405 Anna's Retreat (Number & Street, Town, County & State) · St. Thomas, V.I. 00802	· INDIVIDUAL ☐ · PARTNERSHIP ☐ · CORPORATION ☐ · JOINT VENTURE ☐ · OTHER ____
2.	Policy Period: 12:01 A. M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From: · January 1, 1985 To: January 1, 1986	
	REPRESENTATIVE: Agent or Broker · ANTILLES INSURANCE, INC. Office Address · P.O. Box 2698 Town and State · St. Thomas, V.I. 00801	

3. The insurance afforded is only with respect to such of the following coverages, and under each such Section D coverage to such covered automobiles described in the Schedule of Covered Automobiles, as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this insurance having reference thereto.

SECTION	COVERAGES	LIMITS OF LIABILITY (ACV means Actual Cash Value)		PREMIUMS Auto No. 1	Auto No. 2	each coverage
A	A. Bodily Injury Liability ★	$ 300,000 each person $ 500,000 each occurrence		$ 256	$	$ 256
	B. Property Damage Liability ★	$ 50,000 each occurrence		$ 167	$	$ 167
B	C. Automobile Medical Payments	$ each person		$	$	$
C	D. Uninsured Motorists	$10,000 each person	$20,000 each accident	$ 30	$	$ 30
D	E. Comprehensive	Auto No. 1	Auto No. 2			
	ACV unless otherwise stated →	$	$			
	less deductible →	$	$	$	$	$
	F. Collision ACV less deductible →	$	$	$	$	$
	G. Fire, Lightning or Transportation ACV unless otherwise stated →	$	$	$	$	$
	H. Theft ACV unless otherwise stated →	$	$	$	$	$
	I. Combined Additional ACV unless otherwise stated →	$	$	$	$	$
	J. Towing (Not available in California)	$25 for each disablement		$	$	$
	Endorsement Identification	Total Premium by Auto No.		$	$	
				Premium for Endorsements		$
	A-1(4/83); Endt."A"			TOTAL POLICY PREMIUM		$ 453

4. Schedule as of Effective Date of this Insurance—As to:
(a) Sections A, B & C—Owned Automobiles;
(b) Section D—Covered Automobiles (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "covered automobile" definition)

(1) Description; Purposes of Use (P & B=Pleasure and Business; C=Commercial

AUTO No.	Year Model; Trade Name; Body Type—Capacity (Truck Load, Cubicage, Bus Seating); Identification (I), Serial (S), Motor (M) No.; Cylinders (No.); Model
1	
2	

AUTO No.	Principally garaged in (Town, State)	Purpose of Use	Classification
1	St. Thomas, V.I.		1CL3
2			

(2) Facts Respecting Purchase

AUTO No.	List Price	Actual Cost	Purchased Mo. & Yr.—New (N); Used (U)	Rating Symbol
1				1NCD40%
2				

AUTO No.	Any loss under Coverages other than Towing is payable as interest may appear to the named insured and the Loss Payee named below:
1	None.
2	

(c) Automobile Medical Payments Coverage: Designated Person Insured | Designation of Automobiles—Division 1—AUTO No.

(d) Uninsured Motorists Coverage: Insured Highway Vehicles—AUTO No.

5. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the named insured is the sole owner of every vehicle described in Item 4 above, unless otherwise stated herein:

6. Business of the named Insured is

1/25/85 rd

Countersigned by ANTILLES INSURANCE, INC.

Form No. A1002D Rev. 8-1-74

★ UNLESS A SPECIFIC PREMIUM CHARGE IS MADE FOR SECTION A COVERAGES, THIS POLICY DOES NOT PROVIDE BODILY INJURY OR PROPERTY DAMAGE [illegible] FINANCIAL RESPONSIBILITY LAW

TUT 003 2205

ALL PURPOSE ENDORSEMENT "A"

Following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Policy.

*This Endorsement, Effective	Forms a Part of Policy No.	Of the
January 1, 1985	20-ST-000031	Insurance Company of North America

*Issued To

Ramsay Motors, Inc. & Holiday Rent-A-Car, Inc.

In consideration of an Additional Premium of $ _____ *a Return Premium of $* _____

it is understood and agreed that the Policy is amended as follows:

In consideration of the insurance of this policy, the description of automobile is amended as follows:

Any owned automobile furnished by the insured to others for pleasure use only while such others are the guests of Ramsay Motors, Inc. or Mr. & Mrs. Robert Ramsay. Not more than one automobile at any time is covered by this policy.

The insured agrees to notify the company each time an automobile is in use as defined above.

ANTILLES INSURANCE, INC.

R. L. Stewart

Authorized Representative

1/25/85 rd

FORM NO. 1534-25M (REV. 9/75)

TUT 003 2206

SOUND RECEIVING AND TRANSMITTING EQUIPMENT EXCLUDED
SOUND REPRODUCING OR RECORDING EQUIPMENT EXCLUDED
AMENDATORY ENDORSEMENT AS RESPECTS COVERAGE OUTSIDE THE U.S. VIRGIN ISLANDS

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

This insurance does not apply to:

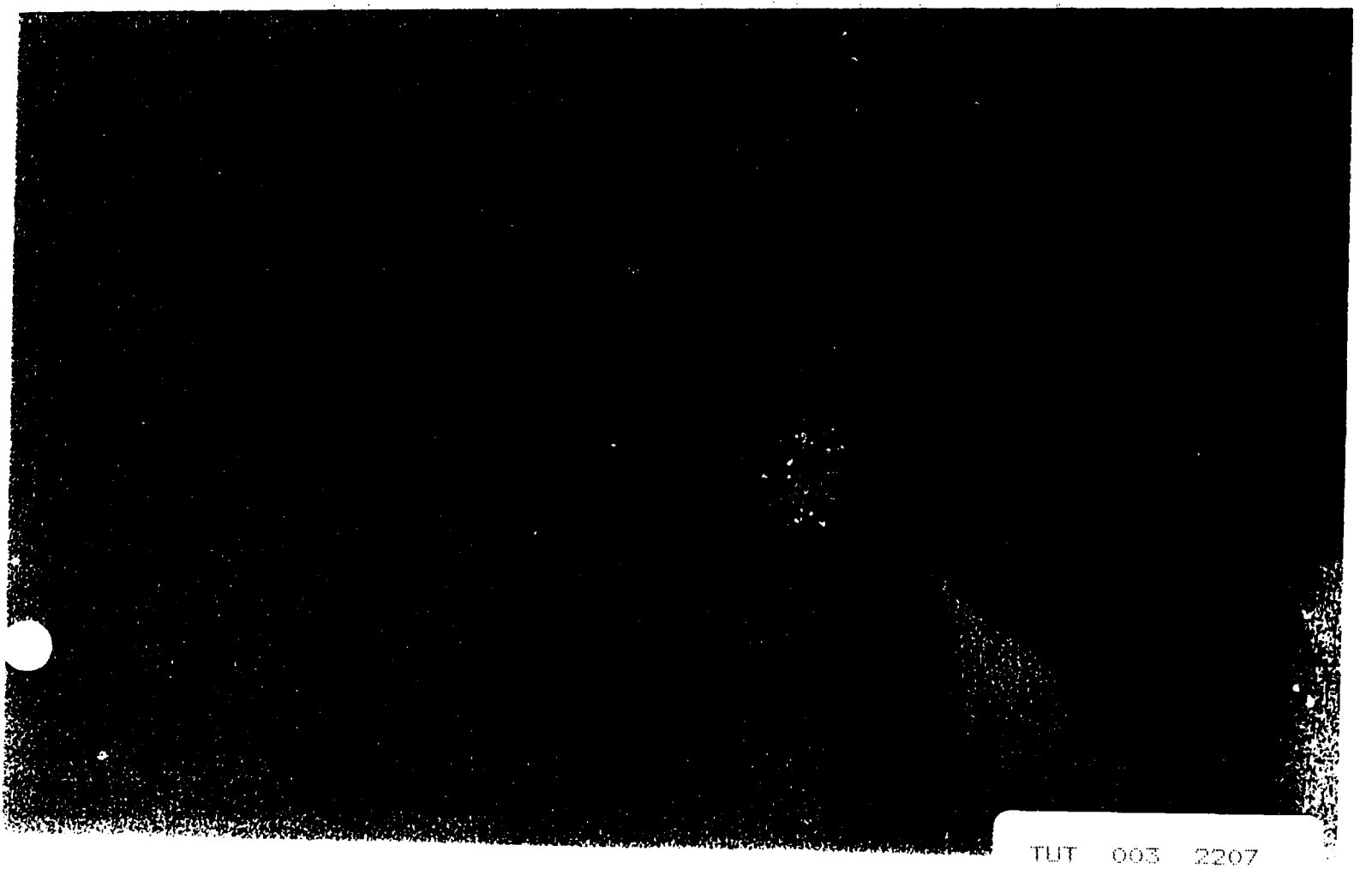
1. Loss of, or damage to any sound receiving or sound receiving and transmitting equipment designed for use as a citizen's band radio, two-way mobile radio or telephone, or scanning monitor receiver, including any accessories and antennas;

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

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

It is further agreed, if the combined Bodily Injury and Property Damage Liability Limits in the Schedule of this Policy exceed $300,000 each occurrence, the limits are combined into a single limit of liability for both Bodily Injury and Property Damage Liability and are amended to $300,000 each occurrence, but only as respects occurrences within the United States of America, Canada or Puerto Rico.

A-1 (4/83)



INA INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

GENERAL ~~AUTOMOBILE~~ LIABILITY POLICY

Standard Provisions

A Stock Insurance Company, herein called the Company

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

COVERAGE

Coverage is afforded under this policy in accordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

SUPPLEMENTARY PAYMENTS

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

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

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

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

(d) *reasonable expenses incurred by the Insured at the Company's request in* assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

DEFINITIONS

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

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

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

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

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

(1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed,

(2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

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

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

NS CONTINUED

and do whatever else is necessary to secure such rights. The Insure

DEFINITIONS CONTINUED

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

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

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

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

"Named Insured" means the person or organization named in the declarations of this policy;

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

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

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

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

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

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

NUCLEAR ENERGY LIABILITY EXCLUSION
(BROAD FORM)

This exclusion modifies the provisions of this policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

This policy does not apply:

a. Under any Liability Coverage, to bodily injury or property damage:

(1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

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

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

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

(3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;

d. As used in this Exclusion:

(1) "Hazardous properties" include radioactive, toxic, or explosive properties;

(2) "Nuclear material" means source material, special nuclear material or byproduct material;

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

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

(5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;

(6) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

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

(8) "Property damage" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

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

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

The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

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

3. Financial Responsibility Laws

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

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

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

CONDITIONS CONTINUED

5. **Action Against Company.**

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

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

6. **Other Insurance**

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

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

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

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

7. **Subrogation**

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

8. **Changes**

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

9. **Assignment**

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

10. **Three Year Policy**

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

11. **Cancellation**

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

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

12. **Declarations**

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

IN WITNESS WHEREOF, the INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its President and a Secretary at Philadelphia, Pennsylvania, and countersigned on the Declarations page by a duly Authorized Agent of the Company.

Harry E. Hoyt

HARRY E. HOYT, Secretary

John R. Cox

JOHN R. COX, President

TUT 003 2211

INA

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

GENERAL LIABILITY POLICY — DECLARATIONS

Named Insured: RAMSAY MOTORS; HOLIDAY RENT-A-CAR, AND R & R PROPERTIES, INC.; A/T/I/M/A

Address: 405 Anna's Retreat, St. Thomas, V.I. 00802

41 ST CGP 85 73 36

The Named Insured is: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ (Other)

Policy Period: From January 1, 1985 to January 1, 1986 12:01 A.M., standard time at the address of the Named Insured as stated herein.

Occupation:

Audit Period: Annual, unless otherwise stated

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

COVERAGE PARTS	LIMITS OF LIABILITY			
	Bodily Injury Liability		Property Damage Liability	
	each occurrence	aggregate	each occurrence	aggregate
☐ Comprehensive General Liability Insurance				
☐ Owners', Landlords' and Tenants' Liability Insurance				
☐ Structural Alternations, New Construction, Demolition				
☐ Manufacturers' and Contractors' Liability Insurance				
☐ Independent Contractors				
☐ Completed Operations and Products Liability Insurance				
☐ Contractual Liability Insurance				
☒ Garage Insurance	As	Per	Form L4061S	Attached
☐				
☐				

	Personal Liability		Personal Medical Payments	
	each occurrence	each person	each accident	
☐ Comprehensive Personal Insurance				
☐ Farmer's Comprehensive Personal Insurance				
	Physical Damage to Property each occurrence		Animal Collision—Farmer's Part Only Market Value not exceeding $300 each animal	
☒ Premises Medical Payments Insurance	each person: As Per	Form	each accident: L4061S	Attached
☒ Personal Injury Liability Insurance	each person aggregate: As Per	Form	general aggregate: L4065S	Attached

Endorsements attached to policy at Inception:

L4061S; A118; Endorsements "A", "B", "C"; CA 08 51; A409; L4062S; L4065S; E.L.

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

TOTAL ADVANCE PREMIUM ►	$ 12,466
Effective Date	$
1st Anniversary	$
2nd Anniversary	$

If the Policy Period is more than one year and the premium is to be paid in instalments, premium is payable on:

ANTILLES INSURANCE, INC./ST. THOMAS

Countersigned By _____ Authorized Agent

2/19/85 rd

This Declarations and Coverage Part(s), with Policy Standard Provisions and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

TUT 003 2212

GARAGE INSURANCE COVERAGE PART

SCHEDULE — General—Automobile Liability Policy No. 41 ST 85 73 36

Item 1. The insurance afforded is only with respect to such of the following coverages and hazards thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	HAZARDS	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Garage Liability — G. Bodily Injury Liability (Garage operations including)	Automobile Hazard 1	$ 100,000 each person	$ 6,158
	Automobile Hazard 2	$ 300,000 each occurrence	
	Automobile Elevators—"Pigeon Hole" Type		
H. Property Damage Liability (Garage operations including)	Automobile Hazard 1	$ 25,000 each occurrence	3,059
	Automobile Hazard 2	subject to ~~XXX~~ deductible as set	
	Automobile Elevators—"Pigeon Hole" Type	forth in Limits of Liability provision	
		See Endorsement "A"	
Expenses for Medical Services — I. Automobile Medical Payments	Prem. Rate: Percentage of Cov. G Prem. ------ %	$ 1,000 each person	597
I. and J. Automobile and Premises Medical Payments	------ %		
Garagekeepers' Legal Liability			
K-1. Fire and Explosion	See Endorsement "A" Attached		153
K-2. Theft of the entire automobile	Specific limit per location as stated in Item 3 subject to:		Incl.
K-3. Riot and Vandalism	$25 vandalism deductible		Incl.
K-4. Collision or Upset	$ deductible. Limit of liability includes $5000 limit for less to property other than automobiles		Incl.
		Total Advance Premium	$

2. (a) All automobiles owned by the named insured are used principally in garage operations of the named insured, except automobiles (1) assigned to the named insured, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.
(b) Automobiles owned by the named insured are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the named insured, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them unless more than one automobile is furnished concurrently to such person and then show only the number of automobiles so furnished in excess of one):

Name		Number of Such Automobiles	Name		Number of Such Automobiles
Name			Name		

3. The following are the addresses of all premises where the named insured conducts garage operations. (If more than one, see Schedule attached.)

GARAGE LIABILITY

Loc. No.	Address (show main sales location, if any, as Location No. 1)	Premium Basis: Class	Premium Basis: Remuneration	Rates: Coverage G (Per $100 of Remuneration)	Rates: Coverage H (Per $100 of Remuneration)	Advance Premium: Coverage G	Advance Premium: Coverage H	Minimum Premium
1.	405 Anna's Retreat St. Thomas, V.I.	A B C Total † On File Furnished Automobile		$ With Company Per Automobile	$	$	$	Coverage G $ Coverage H $ Coverage I $
	Automobile Elevators—"Pigeon Hole" Type	No. Insured		Each				Coverage I & J $

GARAGEKEEPERS' LEGAL LIABILITY

Loc. No.	Max. No. of Customers' Automobiles Stored	Limit of Liability
1.	35	$ 30,000
2.		$
3.		$

The business of the named insured at Location No. 1 is:
☐ Franchised Dealer ☒ Non Franchised Dealer ☐ Repair Shop
☐ Service Station ☑ Storage Garage or Public Parking Place ☐ Equipment and Implement Dealer

†USE TOTAL REMUNERATION AS PREMIUM BASIS FOR HAZARD 2.

When used as a premium basis:

"remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum with respect to Dealer Risks (Hazard 1) or $5,200 per annum with respect to Non-Dealer Risks (Hazard 2).

"Class A" means all clerical office employees.

"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile owned by the named insured; and all salesmen, general managers, service managers and chauffeurs.

"Class C" means all other employees.

TUT 003 2213

I. GARAGE LIABILITY

COVERAGE G—BODILY INJURY LIABILITY

COVERAGE H—PROPERTY DAMAGE LIABILITY

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

Coverage G. bodily injury or

Coverage H. property damage

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

Exclusions

This insurance does not apply, under the Garage Liability Coverages:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator or Automobile Elevator—"Pigeon Hole" Type at premises owned, rented or controlled by the named insured; but this exclusion does not apply to an escalator or Automobile Elevator—"Pigeon Hole" Type at premises which the named insured owns, rents or controls only in part unless the named insured operates, maintains or controls the escalator or Automobile Elevator—"Pigeon Hole" Type;

(c) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(d) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to:

(1) any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or

(2) liability assumed by the insured under an incidental contract;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any

(1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the named insured and not being delivered, demonstrated or tested,

(2) automobile

(i) while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(ii) while rented to others by the named insured unless to a salesman for use principally in the business of the named insured, or

(iii) while being used by the insured as a public or livery conveyance or for carrying property for a charge;

(3) watercraft owned or operated by or rented or loaned to any insured, or any other watercraft operated by any person in the course of his employment by any insured; but this exclusion (e) (3) does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(4) aircraft;

(f) to bodily injury or property damage arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the named insured by independent contractors, or acts or omissions of the named insured in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof;

(g) to property damage to

(1) property owned by, rented to or held for sale by the insured, or

(2) property in the care, custody or control of or being transported by the insured or property as to which the insured is for any purpose exercising physical control;

but part (2) of this exclusion does not apply to property damage arising out of the ownership, maintenance or use at the premises of any automobile servicing hoist designed to raise the entire automobile, or to such insurance as is afforded for the use of elevators at the premises;

(h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(i) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(j) to property damage to any of the named insured's products if such property damage results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;

(k) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(l) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(m) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the insured under an incidental contract, or

(2) expenses for first aid under the Supplementary Payments provision;

(n) to bodily injury or property damage for which the insured or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

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

II. EXPENSES FOR MEDICAL SERVICES

COVERAGE I—AUTOMOBILE MEDICAL PAYMENTS

COVERAGE J—PREMISES MEDICAL PAYMENTS

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

Coverage I. to or for each person who sustains bodily injury, caused by accident, while occupying any automobile which is being used by any person who is an insured under the bodily injury liability coverage with respect to such use;

Coverage J. to or for each person who sustains bodily injury, caused by accident and arising out of the ownership, maintenance or use of the premises for the purposes of a garage, and all operations necessary or incidental thereto.

Exclusions

This insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to bodily injury sustained by any employee of an insured under the bodily injury liability insurance arising out of and in the course of his employment by such insured;

(b) under the Premises Medical Payments Coverage, to bodily injury sustained

(1) by any person while occupying or through being struck by an automobile away from the premises;

(2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(3) the named insured, or any partner therein or member thereof, or any employee of the named insured arising out of and in the course of his employment by the named insured;

(4) any person while engaged in maintenance, alteration, demolition or construction operations for the named insured or for any lessor of premises;

(c) under the Premises Medical Payments Coverage, to bodily injury arising out of

(1) the ownership, maintenance, operation, use, loading or unloading of any escalator or Automobile Elevator—"Pigeon Hole" Type at premises owned, rented or controlled by the named Insured; but this exclusion (c) (1) does not apply to an escalator or Automobile Elevator—"Pigeon Hole" Type at premises which the named Insured owns, rents or controls only in part unless the named Insured operates, maintains or controls the escalator or Automobile Elevator—"Pigeon Hole" Type;

(2) structural alterations, new construction or demolition operations for the named Insured by independent contractors or their subcontractors, or omissions or supervisory acts of the Insured in connection therewith;

(d) under the Premises Medical Payments Coverage, to bodily injury resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion applies when the named Insured is such an owner or lessor;

(e) under the Premises Medical Payments Coverage, to any medical expense for services by the named Insured, any employee thereof, or any person or organization under contract to the named Insured to provide such services;

(f) under the Automobile and Premises Medical Payments Coverage, to bodily injury sustained by an employee of any garage, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(g) under the Automobile and Premises Medical Payments Coverage, to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

III. GARAGEKEEPERS' LEGAL LIABILITY

COVERAGE K-1—FIRE AND EXPLOSION

COVERAGE K-2—THEFT of the entire automobile

COVERAGE K-3—RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM

COVERAGE K-4—COLLISION OR UPSET

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

Coverage K-1. loss to an automobile caused by fire or explosion other than explosion of tires;

Coverage K-2. loss to an automobile caused by theft of the entire automobile;

Coverage K-3. loss to an automobile caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each automobile $25 shall be deducted from each loss caused by malicious mischief or vandalism;

Coverage K-4. loss to an automobile or other property of a kind customarily left in charge of a garage caused by collision of the automobile or such property with another object or by upset thereof, but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the Insured shall become legally obligated to pay as damages because of each loss, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

occurring while such automobile or other property is in the custody of the Insured for safekeeping, storage, service or repair

(1) at a location stated in the schedule or while temporarily removed therefrom in the ordinary course of the Insured's business; or

(2) away from the premises if the Insured is attending such automobile or property;

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

The Supplementary Payments provisions of the policy are applicable to the insurance afforded for Garagekeepers' Legal Liability, except the provisions with respect to the cost of bail bonds and expenses for first aid.

Exclusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:

(a) to liability of the Insured under any agreement to be responsible for loss;

(b) to an automobile or other property

(i) the named Insured or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,

(ii) an employee of the named Insured or his spouse if a resident of the same household, unless the automobile or other property is in the custody of the named Insured under an agreement for which a specific pecuniary charge has been made, or

(2) in the custody of the named Insured for demonstration or sale;

(c) to loss by theft due to any fraudulent, dishonest or criminal act by the named Insured, a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to loss arising out of the use of any elevator, or any automobile servicing hoist designed to raise an entire automobile;

(e) to defective parts, accessories or materials furnished or to faulty work performed on an automobile, out of which loss arises;

(f) to an automobile or other property while the automobile is being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

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

(h) to loss due to radioactive contamination;

(i) with respect to Coverages K-1 and K-3, to damages for loss of use of an automobile.

IV. PERSONS INSURED

Each of the following is an Insured under this Insurance to the extent set forth below:

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:

(1) the named Insured;

(2) with respect to garage operations other than the automobile hazard:

(a) any employee, director or stockholder of the named Insured while acting within the scope of his duties as such,

(b) if the named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named Insured with respect to the conduct of such a business,

(c) if the named Insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such,

(d) any person or organization having a financial interest in the garage operations of the named Insured;

(3) with respect to the automobile hazard:

(a) any person while using, with the permission of the named Insured, an automobile to which the insurance applies under the automobile hazard provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading of an automobile, such person shall be an Insured only if he is:

(i) a borrower of the automobile, or

(ii) a partner, member or employee of the named Insured or of such borrower;

(b) any other person or organization but only with respect to his or its liability because of acts or omissions of the named Insured or an Insured under (a) above.

None of the following is an Insured:

(i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;

(ii) any person or organization, other than the named Insured or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the named Insured;

(iii) any person or organization, other than the named Insured, with respect to an automobile

(a) owned by such person or organization or by a member (other than a named Insured) of the same household, or

(b) possession of which has been transferred to another by the named Insured pursuant to an agreement of sale;

(iv) any partner, member or employee of the named Insured or the spouse of such person, with respect to property damage to property owned by, rented to, held for sale by the named Insured, or property in the care, custody or control of, or transported by, the named Insured.

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

B. Under the Garagekeepers' Legal Liability Coverages:

(a) the named Insured;

(b) if the named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named Insured with respect to the conduct of such a business;

(c) partner or stockholder of the named Insured while acting

VI. POLICY TERRITORY

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

(b) if the named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named Insured with respect to the conduct of such a business;

(c) any employee, director or stockholder of the named Insured while acting within the scope of his duties as such; and

(d) if the named Insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such.

V. LIMITS OF LIABILITY

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

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

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

With respect to property damage to any automobile arising out of work completed by or for the named Insured upon such automobile or part thereof, $100 shall be deducted from the total amount of all sums which the Insured shall become legally obligated to pay as damages on account of property damage to such automobile as a result of any one occurrence, and the limit of the company's liability shall be the difference between such deductible amount and the limit of Property Damage Liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the named Insured shall be adjusted at actual cost to him of labor d materials.

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

Coverages I and J—The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all medical expense incurred by or on behalf of each person who sustains bodily injury as the result of any one accident.

Coverages K-1, K-2, K-3 and K-4—Subject to the application of any deductible, the limit of the company's liability for loss at each location shall be the limit of liability stated in the schedule as applicable thereto; if, however, at the time of loss there were at the location where the loss occurred automobiles of others in the custody of the insured in excess of the maximum number of automobiles indicated in the schedule for such location, the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such automobiles stated for such location bears to the number of automobiles at such location at the time the loss occurred.

Subject to the application of the deductible stated in the schedule, the limit of liability applicable to Coverage K-4 for loss to property of a kind customarily left in charge of a garage, other than automobiles, is $5,000, which sum is included in the applicable limit of liability for loss at the location.

All of the terms of this policy apply irrespective of the application of any deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the named Insured shall be adjusted at actual cost to him of labor and materials.

VI. POLICY TERRITORY

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

VII. ADDITIONAL DEFINITIONS

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

"automobile" means a land motor vehicle or trailer, other land equipment capable of moving under its own power, equipment for use therewith and animal drawn equipment. This definition replaces the definition of automobile set forth in the Definitions Section;

"automobile hazard" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.

(1) The ownership, maintenance or use (including loading or unloading) of any automobile for the purpose of garage operations; and (2) the occasional use for other business purposes and the use for non-business purposes of any automobile owned by or in charge of the named Insured and used principally in garage operations, and (3) the ownership, maintenance or use of any automobile owned by the named Insured while furnished for the use of any person.

Automobile Hazard 2.

The use in connection with garage operations of any automobile which is neither owned nor hired by the named Insured, a partner therein or a member thereof, or a member of the same household as any such person.

"garage" means an automobile sales agency, repair shop, service station, storage garage or public parking place;

"garage operations" means the ownership, maintenance or use of the premises for the purposes of a garage and all operations necessary or incidental thereto;

"loss" means direct and accidental loss of or damage to property which occurs during the policy period;

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

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

"premises" means premises where the named Insured conducts garage operations, and includes the ways immediately adjoining but does not include any portion of such premises upon which business operations are conducted by any other person or organization;

"trailer" includes semi-trailer.

VIII. ADDITIONAL CONDITIONS

A. Limitation of Coverage Under Any Other Liability Insurance Part:

The insurance afforded under any other liability insurance made a part of this policy does not apply to garage operations, including the automobile hazard, for which insurance is afforded herein.

B. Insured's Duties in the Event of Loss:

The Insured's duties in event of loss under the Garagekeepers' Legal Liability Coverages shall be as provided in the Condition with respect to an occurrence, claim or suit. In the event of theft or larceny, the Insured shall also promptly notify the police.

C. Medical Reports; Proof and Payment of Claim—Coverages I and J

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

D. Non-Applicability of Subrogation Condition:

The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this insurance.

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CA 00 40 (Ed. 1-74)

COVERAGE PART — AUTOMOBILE PHYSICAL DAMAGE INSURANCE (DEALERS) — A 118 (Ed. 1-74)

For attachment to Policy No. 41 ST 85 73 36 to complete said policy.

SCHEDULE

DPH Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such types of covered automobiles and to interests therein as are indicated by entry herein, of one or more of the designating numerals for that purpose appearing in DPH Item 4. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this insurance having reference thereto.

PREMIUM (Deposit Premium if "Monthly or Quarterly Reporting" Basis)	LIMIT OF LIABILITY — Each Covered Automobile	Per Location and "In Transit"	COVERED AUTOMOBILES — Types and Interests Therein: NEW	USED (Including Demonstrators and Service Vehicles)	COVERAGES
Not $ Covered	Actual Cash Value less $ deductible	As stated In DPH Item 2			P — COLLISION
$ 75	Actual Cash Value			#1 3 & 4	C — FIRE, LIGHTNING OR TRANSPORTATION
$ 425	Actual Cash Value less deductible of $50 ☐ $100 if indicated by ☒ applicable as stated in "COVERAGE AGREEMENTS"			#1 3 & 4	R — THEFT
$ 190	Actual Cash Value less deductible of $50 ☐ $100 if indicated by ☒ applicable as stated in "COVERAGE AGREEMENTS"			#1 3 & 4	T — SUPPLEMENTAL
$					Form numbers of endorsements attached at issue
$ Total	See Endorsement "A" Attached				

MINIMUM EARNED PREMIUMS

$ Collision | $ Fire | $ Fire & Theft | $ 375 Supplemental

PREMIUM BASIS (Indicate Basis Agreed Upon by "☒")

A. Monthly Reporting. Values determined as—

☐ the average of the values for each day of the preceding month coming within the policy period

☐ the average of the values for the last business day of each week during preceding month coming within the policy period

☐ the values for the last business day of the preceding month coming within the policy period

B. Quarterly Reporting. Values determined as—

☒ the average of the values for the last business day of each of the preceding three months coming within the policy period

☒ the values for the last business day of every third month coming within the policy period

☒ C. Non-Reporting. Stated limit of liability (named locations)

DPH Item 2. Locations and Limits of Liability, Rates and Premiums applicable thereto:

(a) NAMED LOCATIONS. The named insured represents that the specific locations named herein are all of the locations or spaces within locations owned, rented or controlled wholly or in part and used by the named insured as places of display or storage of covered automobiles as of the effective date of this insurance. The limit of the company's liability for each such named location shall be as stated herein, subject to all the terms of this insurance having reference thereto.

Loc. No.	PREMIUM — FIRE & SUPP. Coverages (If "Non-Reporting" Basis)	RATES — FIRE = Fire, Lightning or Transportation Cov. SUPP. = Supplemental Cov.	LIMIT OF LIABILITY	ADDRESS (Show main sales location as Location No. 1)
1	$ 75	Fire	$ 50,000	As Per Form L4061S
	$ 190	Supp.		
2	$	Fire	$	
	$	Supp.		
3	$	Fire	$	
	$	Supp.		
	$ 265 Total Premium — Fire and Supp. Covs.		$ 50,000 Total Limit of Liability — All Named Locations	

PREMIUM — COLLISION and THEFT Coverages	Blanket Annual RATES* — COLLISION and THEFT — For all Named Locations, based on: (1) Monthly or Quarterly Reported Values or (2) if "Non-Reporting" Total Limit of Liability			COVERAGE
	First $50,000	$50,001 to $100,000	Over $100,000	
$ N/A				COLLISION
$ 425	$50,000			THEFT
$ 425 Total Premium — Collision and Theft Coverages				* If not same Rate for all Locations, Location No. precedes applicable Rate

(b) UNNAMED LOCATIONS. The limit of the company's liability for unnamed locations shall be as stated herein, subject to all the terms of this insurance having reference thereto:

$ 10,000 each Additional Location | $ 10,000 each Temporary Location | $ 10,000 each Covered Automobile In Transit

DPH Item 3. Loss Payee: As stated in the Loss Payable Clause, any loss under this insurance is payable as interest may appear to the named insured and

DPH Item 4. Explanation of entries in DPH Item 1 for designating the interests insured hereunder in covered automobiles to which this insurance applies:

1 = Named Insured's interest in owned covered automobiles unencumbered by any security interest of a creditor of the named insured.

[illegible] automobiles encumbered by any security interest of a creditor of the named insured.

creditor.

4 = All interests in consigned automobiles.

I. COVERAGE AGREEMENTS

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

COVERAGE P. COLLISION — caused by collision;

COVERAGE Q. FIRE, LIGHTNING OR TRANSPORTATION — caused by

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the covered automobile is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the covered automobile is being transported;

COVERAGE R. THEFT — caused by theft or larceny;

COVERAGE T. SUPPLEMENTAL — caused by

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism;

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each covered automobile,

(i) under the Collision Coverage, such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

(ii) under the Theft Coverage, as respects loss to a covered automobile while stored or displayed at any open lot location other than a standard open lot, or in any building not securely enclosed and locked while unattended, this insurance shall apply only to the amount of each such loss in excess of the applicable deductible amount indicated in the schedule unless the entire covered automobile is taken or the loss occurs while the covered automobile is being transported or moved in the ordinary course of business;

(iii) under the Supplemental Coverage, the applicable deductible amount indicated in the schedule shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

2. GENERAL AVERAGE AND SALVAGE CHARGES

In addition to the applicable limits of liability, the company will, with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the named insured becomes legally liable.

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

Exclusions

This insurance does not apply:

(a) to any covered automobile while

(i) being used as a public or livery conveyance; or

(ii) in a building or premises occupied by the named insured as a factory or assembly plant, but this shall not be construed to mean salesrooms, service stations or garages; or

(iii) leased or rented to others, except while rented to a customer of the named insured while such customer's vehicle is temporarily left with the named insured for service or repair; or

(iv) being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

(b) to more than 4 covered automobiles while waterborne on any single boat, barge, or lighter, but this exclusion shall not apply to covered automobiles in a railroad car being transported on a car ferry;

(c) to damage which is due and confined to:

(i) wear and tear; or

(ii) freezing; or

(iii) mechanical or electrical breakdown or failure;

unless such damage results from a theft covered by this insurance;

(d) to tires, unless

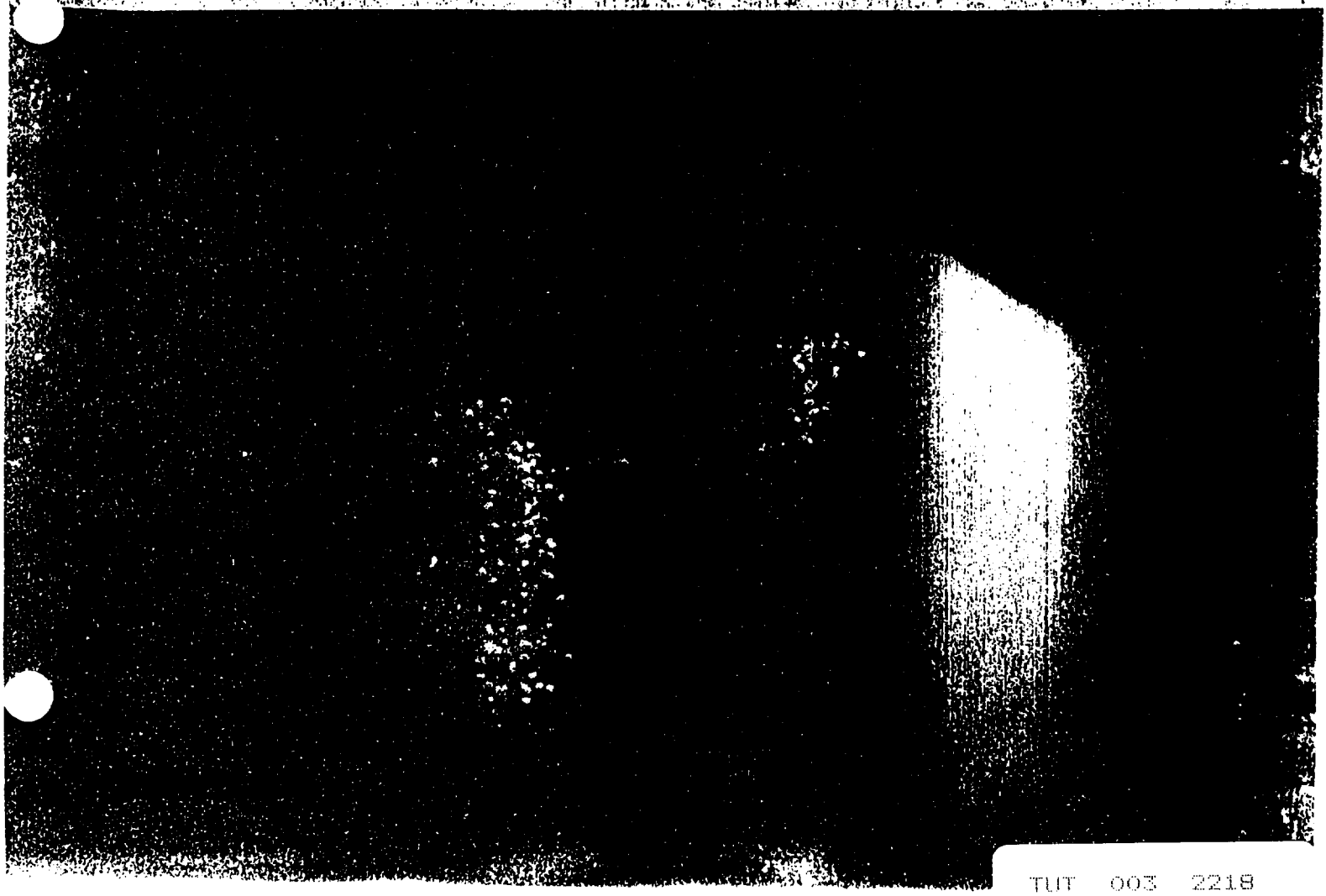
(i) loss be coincident with and from the same cause as other loss covered by this insurance; or

(ii) damaged by fire or stolen and, as to the covered automobile, loss caused by such damage or theft is covered by this insurance;

(e) to loss occurring

(i) prior to delivery of any covered automobile sold by the named insured if the purchaser thereof has other insurance against such loss;

(ii) after delivery of any covered automobile sold by the named insured, whether or not subject to any security interest;



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(iii) after, or resulting from, the **named insured's** voluntarily parting with title to or possession of any **covered automobile**, if induced to do so by any fraudulent scheme, trick, device or false pretense; or from embezzlement, conversion, secretion, theft or larceny committed by any person entrusted by the **named insured** with custody or possession of the **covered automobile**;

(iv) at any **additional location** prior to the company's receipt of the **named insured's** report thereof, unless such loss occurs during the first 45 days after commencement of the use of such location;

(v) at any temporary location more than 7 days after commencement of its use;

(f) to loss due to

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

(ii) radioactive contamination;

(g) to loss to

(i) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the **covered automobile**;

(ii) any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;

(h) to the named insured's prospective profit of any nature;

(i) under the Collision Coverage, to any **covered automobile** while being driven, towed, or carried on any other land motor vehicle, trailer or semitrailer owned or hired by the **named insured**, from point of purchase or distribution to point of destination if such points are more than 50 road miles apart;

(j) under division (c) of the Fire, Lightning or Transportation Coverage, to loss to any **covered automobile** caused by the collision or upset of any land motor vehicle, trailer or semitrailer in or upon which the **covered automobile** is being transported;

(k) under the Supplemental Coverage, to loss resulting from rain, snow or sleet, whether or not wind-driven.

II. LIMIT OF LIABILITY

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

(a) the actual cash value of such **covered automobile**, or if the loss is to a part thereof the actual cash value of such part, at time of **loss**; nor

(b) what it would then cost to repair or replace such **covered automobile** or part thereof with other of like kind and quality, with deduction for depreciation;

provided that, unless with respect to such **covered automobile** the insurance afforded is designated in the schedule as applying to all parties at interest therein, the company shall not be liable for a greater proportion of any such loss than the amount at interest therein for the party whose interest is so designated bears to

1. Limitation of Coverage Under Any Other Automobile Physical Damage Insurance

The insurance afforded under any other automobile physical damage insurance made a part of this policy does not apply to any **covered automobiles**, or parties at interest therein, for which insurance is afforded herein.

2. Premium

All premiums for this insurance shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The premium bases and rates for this insurance are as indicated in the schedule. If the premium basis so indicated is:

(a) "Monthly Reporting"

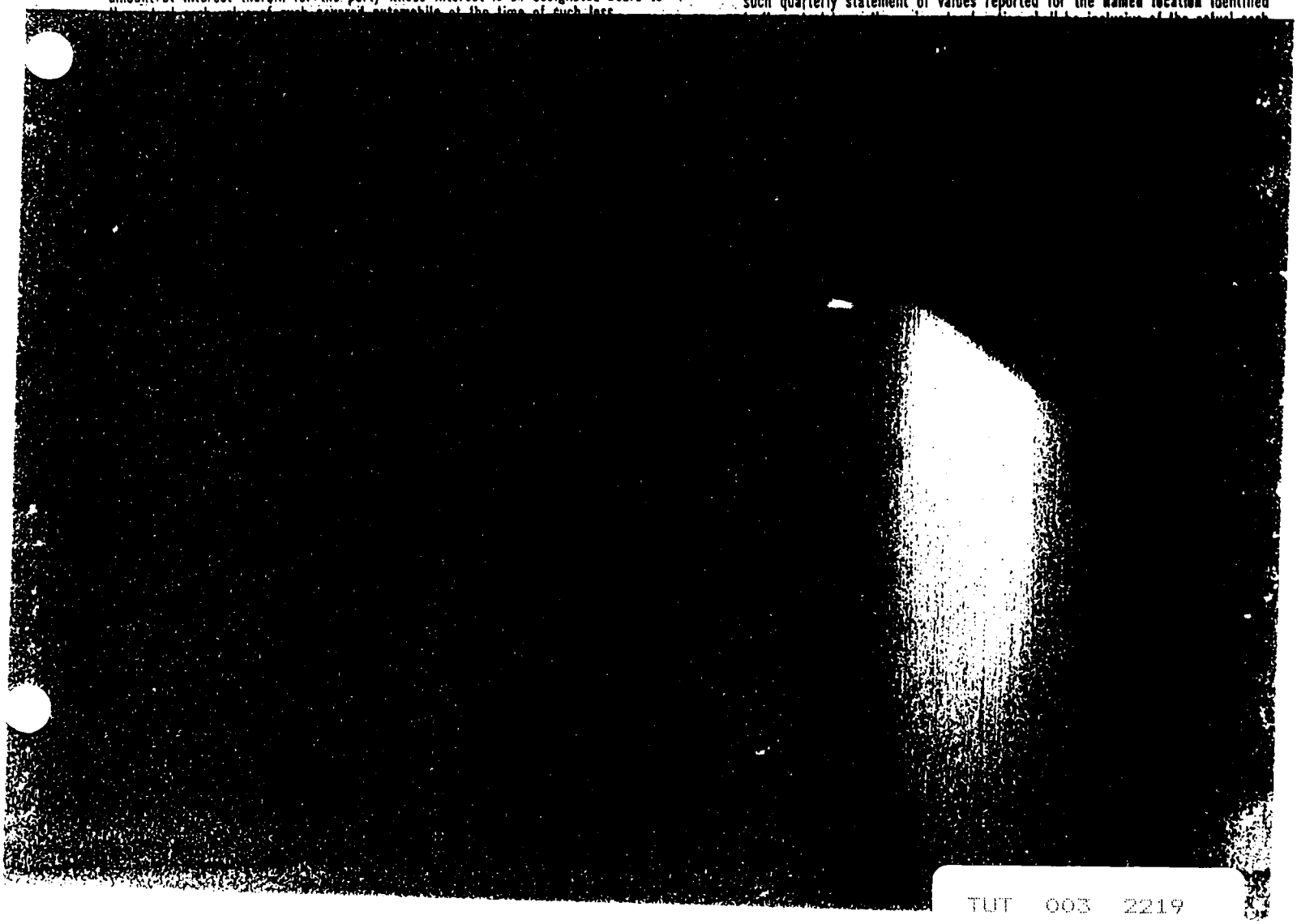
(i) The **named insured** shall render to the company, on or before the fifteenth day of each month a statement, on the form provided by the company, of the location of all **covered automobiles** and the actual cash value thereof at the close of business on a given day or days of the preceding month, determined as indicated in the schedule. Each such monthly statement of values reported for the **named location** identified in the schedule as the main sales location shall be inclusive of the actual cash value of all **covered automobiles** made available for the use of the **named insured**, officers or employees thereof and privately stored at other than the **named locations**;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed monthly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the **named insured's** monthly statements and, upon notice thereof to the **named insured**, shall become due and payable. Upon expiration of this insurance or cancellation thereof by the **named insured**, the earned premium shall not be less than the minimum earned premium stated in the schedule;

(iii) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the **named insured's** failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(b) "Quarterly Reporting"

(i) The **named insured** shall render to the company, on or before the fifteenth day of the fourth month and of every third month thereafter a statement, on the form provided by the company, of the location of all **covered automobiles** and the actual cash value thereof at the close of business on a given day or days of the preceding three months, determined as indicated in the schedule. Each such quarterly statement of values reported for the **named location** identified



2. Subject to the above provisions respecting any one covered automobile, the limit of the company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed, as to all covered automobiles at one named, additional or temporary location, or as to a covered automobile in transit, the applicable limit of liability stated in the schedule; provided that, if the premium basis for this insurance is indicated in the schedule as:

(a) "Monthly Reporting"

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the monthly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location, as of the date of said statement including, with respect to the named location identified in the schedule as the main sales location, the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

but, if the first monthly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(b) "Quarterly Reporting"

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the quarterly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the named location identified in the schedule as the main sales location, the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

but, if the first quarterly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(c) "Non-Reporting"

The company shall not be liable for a greater proportion of such loss to any covered automobile than the total limits of liability stated in the schedule for all named locations bear to the aggregate actual cash value of all covered automobiles at the time of such loss.

III. POLICY PERIOD; TERRITORY

This insurance applies only to loss which occurs during the policy period, while the covered automobile is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof.

IV. ADDITIONAL DEFINITIONS

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

"additional location" means any location owned, rented or controlled in whole or in part by the named insured which is (i) used as a place of display or storage of covered automobiles subsequent to the effective date of this insurance, and (ii) so reported to the company by the named insured;

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

"consigned automobile" means a land motor vehicle, trailer or semitrailer held by the named insured for sale, not owned by the named insured nor encumbered by a security interest of a creditor of the named insured;

"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is of a type designated in the schedule as a covered automobile to which this insurance applies and is:

(a) held by the named insured for sale; or

(b) used in the named insured's business as a sales agency or dealer for such vehicles, including repair service therefor, or as a demonstrator; or

(c) if so designated, a consigned automobile; or

(d) held by the named insured pending delivery after sale;

"loss" means direct and accidental loss or damage;

"named location" means the location, or space within the location, used by the named insured as a place of display or storage of covered automobiles, at each address shown in the schedule;

"security interest" means the interest of any creditor in a covered automobile which secures an obligation owed such creditor;

"standard open lot" means an open parking storage lot enclosed on all sides by a metal cyclone or equivalent fence not less than six feet in height, or bounded on one or more sides by the wall or walls of a building with no unprotected openings and with the exposed sides of the lot enclosed by a metal cyclone or equivalent fence not less than six feet in height, with openings securely locked when unattended;

"temporary location" means any location used by the named insured for the purpose of storing or displaying covered automobiles, other than a named or additional location or a location named in any other policy affording the named insured insurance against loss covered hereunder.

V. CONDITIONS

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

1. Premium

(a) The premium stated in the schedule is an estimated premium only, and is based upon the value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

(b) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed quarterly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the named insured's quarterly statements and, upon notice thereof to the named insured, shall become due and payable. Upon expiration of this insurance or cancellation thereof by the named insured, the earned premium shall not be less than the minimum earned premium stated in the schedule;

(c) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the named insured's failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(d) "Non-Reporting"

Additional or return premiums for increase or reduction of the limits of liability at named locations shall be computed pro rata. Upon termination of Collision or Supplemental Coverage, if afforded, by expiration or demand of the named insured, the earned premium for such Coverage shall not be less than the minimum earned premium stated in the schedule.

(e) The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Named Insured's Duties in Event of Loss

In the event of loss the named insured shall:

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

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the named insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

3. Payment for Loss

The company may pay for the loss in money or may repair or replace the damaged or stolen covered automobile or part thereof; but if requested by the company the named insured shall replace such covered automobile or part or furnish the labor and materials necessary for repairs thereto and the company shall pay only the actual cost to the named insured. The company may at any time before the loss is paid or the covered automobile is so replaced, at its expense return any stolen covered automobile to the named insured, with payment for any resultant damage thereto, or may take all or part of the damaged or stolen covered automobile at the agreed or appraised value but there shall be no abandonment to the company.

4. Appraisal

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

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

5. Action Against Company

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

6. Other Insurance

If the named insured has other insurance against a loss covered by this insurance, the company shall not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. No Benefit to Bailee

None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

8. Terms of Insurance Conformed to Statute

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

AUTHENTIC

TUT 003 2220

ALL PURPOSE ENDORSEMENT, "A"

The following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Policy.

*This Endorsement, Effective	Forms a Part of Policy No.	Of the
January 1, 1985	41 ST 85 73 36	Insurance Company of North America

*Issued To

Ramsay Motors; Holiday Rent-A-Car, and R & R Properties, Inc. a/t/i/m/a

In consideration of an Additional Premium of $ _____ a Return Premium of $ _____
it is understood and agreed that the Policy is amended as follows:

A $500 deductible is applied to each and every loss payable under the following coverage parts of Forms L4061S and A 118: H, K-1, K-2, K-3, K-4, Q, R, and T.

ANTILLES INSURANCE, INC.

2/19/85 rd

_____
Authorized Representative

FORM NO. 1534-25M (REV. 9/75)

TUT 003 2221

ALL PURPOSE ENDORSEMENT "R"

The following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Policy.

*This Endorsement, Effective	Forms a Part of Policy No.	Of the
January 1, 1985	41 ST 85 73 36	Insurance Company of North America

*Issued To

Ramsay Motors; Holiday Rent-A-Car; and R & R Properties, Inc., a/t/i/m/a

In consideration of an Additional Premium of $ Nil a Return Premium of $ Nil

It is understood and agreed that the Policy is amended as follows:

The Ford Motor Credit Company
P.O. Box 4189, San Juan, Puerto Rico 00936

is added as Loss Payee.

ANTILLES INSURANCE, INC.

2/19/85 rd

Authorized Representative

FORM NO. 1534-25M (REV. 9/75)

TUT 003 2222

ALL PURPOSE ENDORSEMENT

The following spaces preceded by an asterisk (*) need be completed only if this Endorsement is issued subsequent to preparation of the Policy.

This Endorsement, Effective	Forms a Part of Policy No.	Of the
January 1, 1985	41 ST 85 73 36	Insurance Company of North America

*Issued To

Ramsay Motors; Holiday Rent-A-Car, and R & R Properties, Inc., a/t/i/m/a

In consideration of an Additional Premium of $ Nil / a Return Premium of $ Nil

it is understood and agreed that the Policy is amended as follows:

The Automobile Physical Damage Insurance (Dealers) form is amended as follows:

DPH item 2(b) each covered automobile in transit applies also to DPH item 4 description of covered automobiles to include sub item 3, Named Insureds and its creditors interest, subject to loss payable clause, in covered automobiles encumbered by any security interest of such creditor. The endorsement adding Ford Motor Credit Company as loss payee, applies only to the above described covered automobiles.

ANTILLES INSURANCE, INC.

2/19/85 rd

Authorized Representative

FORM NO. 1534-25M (REV. 9/75)

TUT 003 2223

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

GARAGE INSURANCE

LIMITED COVERAGE FOR CERTAIN INSUREDS

In consideration of the reduced rate of premium made applicable to the Garage Liability Insurance, it is agreed that garage customers are not insureds with respect to the automobile hazard except in accordance with the following additional provisions:

1. If there is other valid and collectible insurance, whether primary, excess or contingent, available to the garage customer and the limits of such insurance are sufficient to pay damages including damages for care and loss of services because of bodily injury or property damage up to the amount of the applicable financial responsibility limit, no damages including damages for care and loss of services because of bodily injury, or property damage are collectible under this policy.

2. If there is other valid and collectible insurance available to the garage customer, whether primary, excess or contingent, and the limits of such insurance are insufficient to pay damages including damages for care and loss of services because of bodily injury, or property damage up to the amount of the applicable financial responsibility limit, then this insurance shall apply to the excess of damages including damages for care and loss of services because of bodily injury, or property damage up to such limit.

3. If there is no other valid and collectible insurance, whether primary, excess or contingent, available to the garage customer, this insurance shall apply but the amount of damage for care and loss of services because of bodily injury, or property damage payable under this policy shall not exceed the applicable financial responsibility limit.

4. As used in this endorsement:

"applicable financial responsibility limit" refers to the applicable limit of the financial responsibility law of the state where the automobile is principally garaged.

"garage customer" means any person while using and automobile owned, maintained or used for the purpose of garage operations and furnished or loaned to a customer of the garage or to a prospective purchaser, but does not include

(1) an employee, director, stockholder, partner or member of the named insured, or a resident of the same household as the named insured, such employee, director, stockholder, partner or member, or

(2)any organization named in Item 2(b) of the declarations and any person while using an automobile furnished to such named person or organization.

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

CP 09 21 (Ed. 1-74)

USE OF OTHER AUTOMOBILES—BROAD FORM

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

SCHEDULE

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

Premium			Name of Individual, or Partnership
Bodily Injury Liability	Property Damage Liability	Automobile Medical Payments	
$ Incl.	$ Incl.	$ Incl.	Robert & Rita Ramsay Nancy Ramsay
$ Incl.	Total Premium		

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

1. **Persons Insured**

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

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

   (a) each individual named in the schedule of this endorsement and, while resident of the same household, the spouse of such individual, and

   (b) any other person or organization, not owning or hiring the **automobile**, but only with respect to his or its liability because of acts or omissions of an **insured** under (a) above.

2. The exclusion of the policy relating to public or livery conveyances does not apply to the **bodily injury liability** and **property damage liability** insurance afforded by this endorsement.

3. **Exclusions**

   This insurance does not apply:

   (a) to any **insured** while engaged in the business of his employer with respect to **bodily injury** to a fellow employee of such **insured** injured in the course of his employment;

   (b) to any **insured** while employed in or otherwise engaged in duties in connection with an **automobile business**;

   (c) if the individual named in the schedule of this endorsement is an employee, to the employer of such individual;

   (d) if the individual named in the schedule of this endorsement is a partner, to the partnership of which such individual is a member, unless such partnership is designated in the schedule of this endorsement;

   (e) to any **automobile** owned by such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;

   (f) to any **automobile** while used in the business or occupation of the named individual or spouse except an **automobile** operated or occupied by such named individual or spouse or a private chauffeur or a domestic servant of such named individual or spouse;

   (g) under division 1 of Automobile Medical Payments Insurance to any **automobile** while used by the **insured** as a public or livery conveyance.

4. **Excess Insurance.** The insurance afforded by this endorsement for **bodily injury liability** and for **property damage liability** shall be excess over any other valid and collectible insurance, whether primary, excess or contingent, available to the **insured**.

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

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

AUTHENTIC

TUT 003 2225

UNINSURED MOTORISTS INSURANCE COVERAGE PART

SCHEDULE — General—Automobile Liability Policy No. 41 ST 85 73 36

Designated Insured

Ramsay Motors; Inc.; Holiday Rent-A-Car; and R & R Properties, Inc., a/t/i/m/a

Description of Insured Highway Vehicles (Check appropriate box)
[X] Any automobile owned by the named insured
[X] Any private passenger automobile owned by the named insured
[ ] Any highway vehicle to which are attached dealer's license plates issued to the named insured
[ ] Any highway vehicle designated in the declarations of the policy by the letters "UM" and a highway vehicle ownership of which is acquired during the policy period by the named insured as a replacement therefor
[ ] Any mobile equipment owned or leased by and registered in the name of the named insured
[ ]

I. COVERAGE U—UNINSURED MOTORISTS

(Damages for Bodily Injury)

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

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

Exclusions

This insurance does not apply:

(a) to bodily injury to an insured, with respect to which such insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;

(b) any other person while occupying an insured highway vehicle; and

(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

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

III. LIMITS OF LIABILITY

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

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

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

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

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

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

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

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

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

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

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

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

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

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

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

(c) a vehicle while located for use as a residence or premises;

TUT 003 2226

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

(a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;

the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle:

(a) described in the schedule as an insured highway vehicle to which the bodily injury liability coverage of the policy applies;

(b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured highway vehicle" shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

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

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

"uninsured highway vehicle" means:

(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a hit-and-run vehicle;

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

(i) an insured highway vehicle,

(ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Premium.

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

B. Proof of Claim; Medical Reports.

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

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

C. Assistance and Cooperation of the Insured.

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

D. Notice of Legal Action.

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

E. Other Insurance.

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

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

F. Arbitration.

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

G. Trust Agreement.

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

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the insured, or,

(b) if the insured be a minor to his parent or guardian, or

(c) if the insured be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

TUT 003 2227

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

SCHEDULE For attachment to Policy No. 41 ST 85 73 36 , to complete said policy.

The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

GROUPS OF OFFENSES	ADVANCE PREMIUM
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ Incl.
B. Libel, Slander, Defamation or Violation of Right of Privacy	$ Incl.
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$ Incl.
Insured's Participation 0 % — Minimum Premium $ — Total Advance Premium	$ Incl.

Exclusion "C" is deleted.
Limit of Liability: $300,000 aggregate.

I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named Insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named Insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the Insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the Insured under any contract or agreement;

(b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any Insured;

(c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named Insured;

(d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named Insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any Insured with knowledge of the falsity thereof.

II. PERSONS INSURED

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

(a) if the named Insured is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

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

III. LIMITS OF LIABILITY INSURED'S PARTICIPATION

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

If a participation percentage is stated in the schedule for the Insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the Insured; provided, the company may pay the Insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named Insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this Insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

EMPLOYER'S LIABILITY STOP-GAP COVERAGE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy under Coverage Part....Bodily Injury Liability, applies also to the liability of the insured for damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained by any employee of the insured arising out of and in the course of his employment by the insured in the United States Virgin Islands or in operations necessary or incidental thereto, subject to the following provisions:

A. This insurance applies only provided the insured (1) has, where required, filed acceptance or election of the workmen's compensation law of the United States Virgin Islands and will not file notice of rejection of the provisions of such laws during the policy period, (2) has insured all employees required to be insured under each such law and (3) duly reports all payrolls and pays all premiums due thereunder.

B. As respects the insurance afforded by this endorsement, the exclusions of the policy are deleted. This insurance does not apply:

a. to bodily injury by accident or disease, including death at any time resulting therefrom, sustained by a master or member of the crew of any vessel or by any employee of the insured in the course of an employment subject to the United States Longshoremen's and Harbor Workers' Compensation Act, U.S. Code (1946) Title 33, Sections 901-49 or the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, sustained by any member of the flying crew of any aircraft, or sustained by any employee with respect to whom the insured is not required to contribute to a workman's compensation insurance fund;

b. to liability assumed by the insured under any contract or agreement, but this exclusion does not apply to a warranty that work performed by or on behalf of the insured will be done in a workmanlike manner;

c. (1) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;

d. to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;

e. to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law;

f. to fines or penalties imposed on the insured for failure to comply with the requirements of any workmen's compensation, occupational disease or industrial safety law.

C. Definitions

a. Bodily Injury by Accident; Bodily Injury by Disease. The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by accident".

b. Assault and Battery. Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

D. Application of Endorsement

This endorsement applies only to injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

E. Limits of Liability

The limit of the Company's liability under this endorsement is $ 300,000 for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one or more employees in any one accident. The total limit of the Company's liability for all claims arising under the provisions of this endorsement shall not exceed $ 300,000 in any one annual period of insurance.

The limits of liability stated herein shall not be cumulative with any limit of liability stated elsewhere in the policy.

The inclusion herein of more than one insured shall not operate to increase the limits of the Company's liability.

TUIT 003 2230

C. Definitions

a. Bodily Injury by Accident; Bodily Injury by Disease. The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by accident".

b. Assault and Battery. Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

D. Application of Endorsement

This endorsement applies only to injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

E. Limits of Liability

The limit of the Company's liability under this endorsement is $ 300,000 for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one or more employees in any one accident. The total limit of the Company's liability for all claims arising under the provisions of this endorsement shall not exceed $ 300,000 in any one annual period of insurance.

The limits of liability stated herein shall not be cumulative with any limit of liability stated elsewhere in the policy.

The inclusion herein of more than one insured shall not operate to increase the limits of the Company's liability.

UIT 003 2231

RE
RENEWAL OF NUMBER

GUARDIAN INSURANCE COMPANY

GPO BOX 9109, CHARLOTTE AMALIE, ST. THOMAS, U.S. VIRGIN ISLANDS 00801

TELEPHONE: (809) 776-8050
TELEX: 3470106 INSURE

ned Insured and Mailing Address (No., Street, Town, County, State, Zip)

RAMSEY MOTORS, INC., HOLIDAY RENT-A-CAR
& R. & R. PROPERTIES, INC., #405 ANNA'S RETREAT
ST. THOMAS, USVO 00802

C.E. BRATHWAITE

2. Policy Period: ONE (1) Years
From 1-1-86 To 1-1-87 12:01 A.M. Standard Time at location of designated premises.

3. The Named Insured is:
☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other:

4. Designated Premises (ENTER BELOW)
No. 1 #405 ANNA'S RETREAT, ST THOMAS, USVI
No. 2 SAME AS ABOVE BLDG 3
No. 3

Occupancy of Premises
AUTO PARTS STORAGE, ETC.
OFFICE

☐ Additional buildings or premises as designated on Supplemental Declarations attached.

5. Insurance is provided with respect to the designated premises and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof.

SECTION I PROPERTY COVERAGE			Building(s)	Personal Property of the Insured	Personal Property of Others	DEDUCTIBLE each occurrence	DEDUCTIBLE aggregate each occurrence
Coinsurance Percentage Applicable			80 %	80 %	%	$	$
Limit of Liability	LOC. NO. 1	BLDG. NO. 1	$ 68,000	$ 100,000	$	If no deductible stated above, the deductible shall be SEE MP 0351	
	1	3	$ 20,000	$	$	$100 each occurrence	$1,000 aggregate each occurrence
			$	$	$		

Additional Cov. (Specify)

SECTION II LIABILITY COVERAGE	Bodily Injury and Property Damage Liability Combined Single Limit		Premises Medical Payments		Bodily Injury Liability	Prop. Damage Liability	Premises Medical Pay.
	each occurrence	aggregate	each person	each accident	A110 REFER TO COVERAGE PART OR ENDORSEMENT		
Limit of Liability	$ 100,000	$ 100,000	$ 1,000	25,000			

SMP Form ~~XXXX~~ A110

Additional Cov. (Specify) Personal Injury; Employers Liab.-Stop Gap

Audit Period: Non Auditable Unless Indicated By ☒ ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Other:

☐ SECTION III—CRIME COVERAGE
☐ SECTION IV—BOILER AND MACHINERY COVERAGE
} As stated in the endorsement, made part of this Policy, if indicated by ☒

6. Forms and Endorsements made part of this policy at time of issue: (INSERT NO. AND EDITION DATE)
General Conditions, Form MP 0090 (Ed. 7-77) List all those forms and endorsements which apply to both Section I and Section II including the General Conditions

Section I - List only those forms and endorsements applying to Section I: SEE ENDT. "A"
Section II - List only those forms and endorsements applying to Section II: SEE ENDT. "A"
Section III - List only those forms and endorsements applying to Section III:
Section IV - List only those forms and endorsements applying to Section IV:

R 000176

No. SMP

7. Mortgagee NONE STATED (NAME AND ADDRESS)

8. The Total Advance Premium is: (ENTER BELOW)
$ 8,727. , and is payable $ at inception, and $ at each anniversary.
☐ NOT APPLICABLE Unless indicated by and X in the box as "NOT APPLICABLE", the premium for installments subsequent to the initial installment shall be subject to adjustment on the basis of the rates in effect at each anniversary date.

CONDITIONS PARAMOUNT:

1. This policy is issued on the basis of the information supplied in the Application for Insurance which forms an integral part of this policy and is warranty to the extent that if any of the questions are answered fraudulently, or in such a way as to conceal or misrepresent any material fact or the subject thereof, the entire policy shall be void.
2. Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.
3. The insurance afforded by this policy covers only within the territory of the Virgin Islands of the United States of America. The reference in any form or endorsement to any other territory will not be construed as an extension to this limitation, unless expressed in writing in the space immediately following: _____

Countersignature Date 2-26-86 mf Agency at St. Thomas, USVI

Authorized Representative

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized agent of this Company at the agency hereinbefore mentioned.

Secretary

President

TUT 003 2232

GUARDIAN INSURANCE COMPANY
G.P.O. BOX 9109, CHARLOTTE AMALIE, ST. THOMAS, U.S. VIRGIN ISLANDS, 00801

(809) 776-8050
TELEX:
3470106 INSURE

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such polic

by GUARDIAN INSURANCE COMPANY ENDORSEMENT #1

Policy No.
EMP 5408

ucer's
me
nd
dress
C.E. Braithwaite

Effective 1-1-88 19 at 12:01A M
HOUR AND MINUTE

med
ured
Address
ber and
Town or
County
State)
RAMSEY MOTORS,INC, HOLIDAY RENT-A-CAR
& R. & R. PROPERTIES,INC

ON ACCOUNT OF THE FOLLOWING THE
ADDITIONAL PREMIUM IS $ NONE
RETURN PREMIUM IS $ NONE

In consideration of the premium charged, it is agreed that Ford Motor Credit Corporation in considered to be Loss Payee under the Automobile Physical Damage Insurance(dealers) Form A139

All other terms and conditions remain unchanged

This endorsment shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

Countersigned by _____

TLF 003 2233

GUARDIAN INSURANCE COMPANY

G.P.O. BOX 9109, CHARLOTTE AMALIE, ST. THOMAS, U.S. VIRGIN ISLANDS, 00801

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of su

Issued by GUARDIAN INSURANCE COMPANY

Policy SMP 5408

Producer's Name and Address:
C.E. BRATHWAITE & ASSOC
BOX 758
ST THOMAS, SUVI 00801

Effective 1-1 1986 12:0

Named Insured and Address (Number and Street, Town or City, County and State):
RAMSEY MOTORS, INC., HOLIDAY RENT A CAR &
R&R PROPERTIES, INC., #405 ANNA'S RETREAT
ST THOMAS, USVI 00802

ON ACCOUNT OF THE FOLLOWI
ADDITIONAL PREMIUM IS $ n/a
RETURN PREMIUM IS $ n/a

ENDORSEMENT "A"

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING FORMS AND ENDORSEMENTS ANE ADDED TO AND FORM A PART OF SAID POLICY ALONG WITH THIS POLICY:

FORM	ED. DATE	DESCRIPTION	SECTI
MP 0090	7-77	POLICY CONDITIONS & DEFINITIONS	GENERAL
MP 0010	7-77	GENERAL BUILDING FORM	SECTION
MP 0012	7-77	GENERAL BUILDING PROPERTY FORM	SECTION
MP 1205	7-77	SUPPLEMENTAL DECLARATIONS ENDT	SECTION
MP 1041	12-79	SMP EARTHQUAKE EXTENSION ENDT	SECTION
MP 0331	12-79	SMP DEDUCTIBLE ENDT	SECTION
A 110	1-74	GARAGE INSURANCE ENDT	SECTION
A 130	7-76	AUTO PHYSICAL DAMAGE INS ENDT	SECTION
CSL		COMBINED SINGLE LIMIT ENDT	SECTION
BE 24		EMPLOYERS LIAB. STOP GAP ENDT	SECTION
L 6421	1-73	PREMISES MEDICAL PAYMENTS INC ENDT	SECTION
L 9287	1-73	PERSONAL INJURY LIAB INS	SECTION
GU 201	11-77	PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION ENDT	SECTION
GU 9236a	11-69	ESCALATIORS EXCLUSION	SECTION
L 6150	2-76	AMENDMENT OF POLICY	SECTION

This endorsment shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

Countersigned by _____

TUT 003 2234

The following Conditions apply to Section I and II except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

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

If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.

If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the Company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the Company.

2. Time of Inception. To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

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

If the named insured cancels, the Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Notice of cancellation addressed to the named insured and mailed to the mailing address shown in the Declarations shall be sufficient notice to effect cancellation of this policy.

4. Concealment or Fraud. This policy is void if any insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

5. Assignment. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. However, if the named insured shall die, this insurance shall apply:

(a) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such; or

(b) to the person having temporary custody of the property of the named insured but only until the appointment and qualification of the legal representative.

6. Subrogation.

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

(b) The Company shall not be bound to pay any loss if the insured has impaired any right of recovery for loss; however, it is agreed that the insured may:

(1) as respects property while on the premises of the insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and

(2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

7. Inspection and Audit. The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

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

8. Liberalization Clause. In the event any filing is submitted to the insurance supervisory authorities on behalf of the Company, and:

(a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and

(b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium;

the benefit of such extended or broadened insurance shall inure to the benefit of the insured as though the endorsement or substitution of form had been made.

9. Insurance Under More Than One Coverage, Part or Endorsement. In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the Company shall not be liable for more than the actual loss or damage sustained by the insured.

10. Waiver or Change of Provisions. The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

TUT 003 2235

CONDITIONS APPLICABLE TO SECTION I

: Territory. Section I of this policy applies only to loss the policy period while such property is within or be- t)_ates of the United States of America, the District of Co- uerto Rico.

le. Unless otherwise provided in the Declarations:

sum of $100 shall be deducted from the amount of loss to in any one occurrence. This deductible shall apply.

eparately to each building, including personal property in;

eparately to personal property in each building if no coverage ovided on the containing building; and

eparately to personal property in the open (including within cles).

aggregate amount of this deductible in any one occurrence exceed $1,000.

ance Clause. The Company shall not be liable for a greater of any loss to property covered than the limit of liability olicy for such property bears to the amount produced by mul- actual cash value of such property at the time of the loss by ance percentage stated in the Declarations.

t that the aggregate claim for any loss is both less than $10,000 an 5% of the limit of liability for all contributing insurance to the property involved at the time such loss occurs, no special r appraisement of the undamaged property shall be required hat nothing herein shall be construed to waive the application paragraph of this clause.

e under Section I of this policy is divided into separate limits the foregoing shall apply separately to the property covered such limit of liability.

al. This policy covers loss by removal of the property covered from premises endangered by the perils insured against, and surance applies pro rata for five days at each proper place operty shall necessarily be removed for preservation.

Removal. This policy covers expense incurred in the removal of the property covered which may be occasioned by loss by any ils insured against in this policy. The total amount recoverable policy for both loss to property and debris removal expense exceed the limit of liability applying to the property. Cost of re- debris shall not be considered in the determination of actual cash n applying the Coinsurance Clause.

isk And Governmental Action Exclusion. This policy under Sec- ll not apply to loss caused, directly or indirectly, by or due to any dition incident to the following:

ostile or warlike action in time of peace or war, including action paring, combating or defending against an actual, impending or ted attack (i) by any government or sovereign power (de jure or cto), or by any authority maintaining or using military, naval or rces; or (ii) by military, naval or air forces; or (iii) by an agent such government, power, authority or forces, it being under- that any discharge, explosion or use of any weapon of war em- ng nuclear fission or fusion shall be conclusively presumed to uch a hostile or warlike action by such a government, power, ority or forces.

surrection, rebellion, revolution, civil war, usurped power, or n taken by governmental authority in hindering, combating or ding against such an occurrence; seizure or destruction under antine or custom's regulations, confiscation by order of any gov- ent or public authority, or risks of contraband or illegal trans- tion or trade.

ear Clause And Nuclear Exclusion.

Nuclear Clause (Not Applicable in New York). The word "fire" in policy is not intended to and does not embrace nuclear reaction or ear radiation or radioactive contamination, all whether controlled trolled, and loss by nuclear reaction or nuclear radiation or contamination is not intended to be and is not insured by this policy, whether such loss be direct or indirect, proxi- e or remote, or be in whole or in part caused by, contributed to, ggravated by "fire" or any other perils insured against by this policy. However, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

(b) Nuclear Clause (Applicable only in New York): This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly result- ing from an insured peril under this policy.

(c) Nuclear Exclusion (Not Applicable in New York): Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils in- sured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke". This clause applies to all perils insured against hereunder except the peril of fire, which is otherwise provided for in the nuclear clause above.

8. Other Insurance.

(a) If at the time of loss there is other insurance written in the name of the insured upon the same plan, terms, conditions and provisions as contained in this policy, herein referred to as Contributing Insur- ance, the Company shall be liable for no greater proportion of any loss than the limit of liability under this policy bears to the whole amount of insurance covering such loss.

(b) If at the time of loss there is other insurance other than that as described in (a) above, the Company shall not be liable for any loss hereunder until:

(1) the Liability of such other insurance has been exhausted, and

(2) then for only such amount as may exceed the amount due from such other insurance, whether collectible or not.

9. Duties Of The Named Insured After A Loss. In case of loss the named insured shall:

(a) give immediate written notice of such loss to the Company;

(b) protect the building and personal property from further damage, make reasonable temporary repairs required to protect the property, and keep an accurate record of repair expenditures;

(c) prepare an inventory of damaged personal property showing in de- tail, quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that sub- stantiate the figures in the inventory;

(d) exhibit the remains of the damaged property as often as may be reasonably required by the Company and submit to examination un- der oath;

(e) submit to the Company within 60 days after requested a signed, sworn statement of loss that sets forth to the best of the named in- sured's knowledge and belief:

(1) the time and cause of loss;

(2) interest of the insured and all others in the property involved and all encumbrances on the property;

(3) other policies of insurance that may cover the loss;

(4) changes in title or occupancy of the property during the term of the policy;

(5) specifications of any damaged building and detailed estimates for repair of the damage;

(6) an inventory of damaged personal property described in (c) above;

(f) give notice of such loss to the proper police authority if loss is due to a violation of law.

10. Appraisal. If the named insured and the Company fail to agree on the amount of the loss, either can demand that the amount of loss be set by appraisal. If either party makes a written demand for appraisal, each shall select a competent independent appraiser. Each shall notify the other of the selected appraiser's identity within twenty (20) days of the receipt of the written demand.

TIC 003 2236

The two appraisers shall select a competent, impartial umpire. If the appraisers are unable to agree upon an umpire within fifteen (15) days, the named insured or the Company may petition a judge of a Court of Record in the state where the insured premises is located to select an umpire.

The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to the Company, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of loss.

Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire shall be paid equally by the named insured and the Company.

11. **Company Options.** If the Company gives notice within thirty (30) days after it has received a signed, sworn statement of loss, it shall have the option to take all or any part of the property damaged at an agreed value, or to repair, rebuild or replace it with equivalent property.

12. **Abandonment Of Property.** The Company need not accept any property abandoned by an insured.

13. **Payment Of Loss.** The Company will pay all adjusted claims within thirty (30) days after presentation and acceptance of the proof of loss.

14. **Privilege To Adjust With Owner.**

(a) Except as provided in (b) below, or unless another payee is specifically named in the policy, loss, if any, shall be adjusted with and payable to the named insured.

(b) In the event claim is made for damage to property of others held by the insured, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Company and the receipt of payment by such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the insured for which such payment has been made.

If legal proceedings be taken to enforce a claim against the insured as respects any such loss or damage, the Company reserves the right at its option without expense to the insured to conduct and control the defense on behalf of and in the name of the insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.

15. **Suit.** No suit shall be brought on this policy unless the insured has complied with all the policy provisions and has commenced the suit within one year after the loss occurs.

16. **Permits And Use.** Except as otherwise provided, permission is granted:

(a) to make alterations and repairs;

(b) in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.

17. **Vacancy, Unoccupancy and Increase of Hazard.**

(a) This Company shall not be liable for loss occurring while a described building, whether intended for occupancy by owner or tenant is vacant beyond a period of sixty consecutive days. "Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building, but a building in process of construction shall not be deemed vacant.

(b) Permission is granted for unoccupancy.

(c) Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the insured.

18. **Protective Safeguards.** If as a condition of this insurance that the insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance only as respects the location or situation affected for the time of such discontinuance.

19. **Mortgage Clause—Applicable Only To Buildings.** This clause is effective if a mortgagee is named in the Declarations. The word "mortgagee" includes "trustee". Loss to buildings shall be payable to the named mortgagee as interest may appear, under all present or future mortgages on the buildings described in the Declarations in order of precedence of mortgages on them.

As it applies to the interest of any mortgagee designated in the Declarations, this insurance shall not be affected by any of the following:

(a) any act or neglect of the mortgagor or owner of the described buildings;

(b) any foreclosure or other proceedings or notice of sale relating to the property;

(c) any change in the title or ownership of the property;

(d) occupancy of the premises for purposes more hazardous than are permitted by this policy;

provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee shall, on demand, pay the premium.

The mortgagee shall notify the Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the mortgagee. Unless permitted by this policy, such change of ownership or occupancy or increase of hazard shall be noted on the policy and the mortgagee shall on demand pay the premium for the increased hazard for the term it existed under this policy. If such premium is not paid, this policy shall be null and void.

The Company reserves the right to cancel this policy at any time as provided by its terms. If so cancelled, this policy shall continue in force for the benefit only of the mortgagee for ten days after notice to the mortgagee of such cancellation and shall then cease. The Company shall have the right to cancel this agreement on ten days notice to the mortgagee.

When the Company shall pay the mortgagee any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the mortgagee to whom such payment shall have been made, under the mortgage debt. In lieu of taking such subrogation, the Company may, at its option, pay to the mortgagee the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities. However, no subrogation shall impair the right of the mortgagee to recover the full amount of said mortgagee's claim.

20. **Recoveries.** In the event the Company has made a payment for loss under the policy and a subsequent recovery is made of the lost or damaged property, the insured shall be entitled to all recoveries in excess of the amount paid by the Company, less only the actual cost of effecting such recoveries.

21. **Loss Clause.** Any loss hereunder shall not reduce the amount of this insurance.

22. **No Benefit To Bailee.** This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee.

23. **No Control.** This insurance shall not be prejudiced:

(a) by any act or neglect of the owner of any building if the insured is not the owner thereof, or by any act or neglect of any occupant (other than the insured) of any building when such act or neglect of the owner or occupant is not within the control of the insured, or

(b) by failure of the insured to comply with any warranty or condition contained in any endorsement attached to this policy with regard to any portion of the premises over which the insured has no control.

TUI 003 2237

CONDITIONS APPLICABLE TO SECTION II

ementary Payments. The Company will pay, in addition to the e limit of liability:

l expenses incurred by the Company, all costs taxed against the ed in any suit defended by the Company and all interest on the e amount of any judgment therein which accrues after entry of udgment and before the Company has paid or tendered or de- ed in court that part of the judgment which does not exceed the of the Company's liability thereon;

remiums on appeal bonds required in any such suit, premiums onds to release attachments in any such suit for an amount not cess of the applicable limit of liability of this policy, and the of bail bonds required of the insured because of accident or traffic nolation arising out of the use of any vehicle to which this policy es, not to exceed $250 per bail bond, but the Company shall have oligation to apply for or furnish any such bonds;

xpenses incurred by the insured for first aid to others at the of an accident, for bodily injury to which this policy applies;

easonable expenses incurred by the insured at the Company's est in assisting the Company in the investigation or defense of claim or suit, including actual loss of earnings not to exceed $25 day.

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

sured shall maintain records of such information as is neces- mium computation and shall send copies of such records to npany at the end of the policy period and at such times during the period as the Company may direct.

ancial Responsibility Laws. When this policy is certified as proof ncial responsibility for the future under the provisions of any motor financial responsibility law, such insurance as is afforded by this for bodily injury liability or for property damage liability shall com- h the provisions of such law to the extent of the coverage and limits ility required by such law. The insured agrees to reimburse the Com- or any payment made by the Company which it would not have been ed to make under the terms of this policy except for the agreement ned in this paragraph.

sured's Duties in the Event of Occurrence, Claim or Suit.

) In the event of an occurrence, written notice containing particulars ficient to identify the insured and also reasonably obtainable in- mation with respect to the time, place and circumstances thereof d the names and addresses of the injured and of available witnesses all be given by or for the insured to the Company or any of its thorized agents as soon as practicable.

) If claim is made or suit is brought against the insured, the insured all immediately forward to the Company every demand, notice, mmons or other process received by him or his representative.

) The insured shall cooperate with the Company and, upon the Com- any's request, assist in making settlements, in the conduct of suits id in enforcing any right of contribution or indemnity against any erson or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under is policy; and the insured shall attend hearings and trials and assist securing and giving evidence and obtaining the attendance of wit- esses. The insured shall not, except at his own cost, voluntarily make ny payment, assume any obligation or incur any expense other than st aid to others at the time of accident.

l Reports; Proof and Payment of Claim. As soon as practicable nsured person or someone on his behalf shall give to the Company en proof of claim, under oath if required, and shall, after each re- t from the Company, execute authorization to enable the Company btain medical reports and copies of records. The injured person shall ubmit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

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

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

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

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

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

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

8. Annual Aggregate. If this policy is issued for a period in excess of one year, any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

9. Nuclear Exclusion.

I. This policy does not apply:

(a) Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

(1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this exclusion

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

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

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

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

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

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

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DEFINITIONS APPLICABLE TO SECTION II

...ed in the provisions applicable to Section II of this policy (including endorsements forming a part hereof):

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

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

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

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

(1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,

(2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

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

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

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

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

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

(1) the United States of America, its territories or possessions or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

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COINSURANCE CONTRACT

SPECIAL MULTI-PERIL POLI
SECTION I—GENERAL BUILDING FORM

MP 00 10
(Ed. 07 77)

I. PROPERTY COVERED

BUILDING(S): Building(s) or structure(s) shall include attached additions and extensions; fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building(s); materials and supplies intended for use in construction, alteration or repair of the building(s) or structure(s); yard fixtures; personal property of the insured used for the maintenance or service of the building(s), including fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing and laundering (but not including other personal property in apartments or rooms furnished by the named insured as landlord), all while at the designated premises.

II. PROPERTY NOT COVERED

This policy does not cover:

A. Outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls not constituting a part of a building; walks, roadways and other paved surfaces.

B. The cost of excavations, grading or filling; foundations of buildings, machinery, boilers or engines when such foundations are below the undersurface of the lowest basement floor, or where there is no basement, below the surface of the ground; pilings, piers, pipes, flues and drains which are underground; pilings which are below the low water mark.

C. Outdoor signs, whether or not attached to a building or structure.

D. Lawns; outdoor trees, shrubs and plants except as provided in the Extensions of Coverage.

E. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

III. EXTENSIONS OF COVERAGE

Except with respect to Extension D. Replacement Cost:

(A) Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance.

(B) The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

A. Newly Acquired Property: The insured may apply up to 25% of the limit of liability specified for Building(s), but not exceeding $100,000, to cover direct loss in any one occurrence by a peril insured against to the following described property:

1. New buildings and new structures being constructed on the described premises and intended for similar occupancy, when not otherwise covered by insurance. This coverage shall cease 30 days from the date construction begins or on the date the values of new construction are reported to the Company, or on the expiration date of the policy, whichever occurs first.

2. Buildings acquired by the insured at any location, elsewhere than at the designated premises, within the territorial limits of this policy and used for similar occupancies or warehouse purposes. This coverage shall cease 30 days from the date of such acquisition or on the date values of the buildings are reported to the Company, or on the expiration date of the policy, whichever occurs first.

Additional premium shall be due and payable for values so reported from the date construction begins or the property is acquired.

B. Off-Premises: The insured may apply up to 2% of the limits of liability specified for Building(s), but not exceeding $5,000, at a described location to cover direct loss in any one occurrence by a peril insured against to the property covered under Building(s) while removed from designated premises for purposes of cleaning, repairing, reconstruction or restoration. This Extension of Coverage shall not apply to property in transit, nor to property on any premises owned, leased, operated or controlled by the insured.

C. Outdoor Trees, Shrubs and Plants: The insured may apply up to $1,000 to cover outdoor trees, shrubs and plants at the designated premises against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against herein. The Company shall not be liable for more than $250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.

D. Replacement Cost: In the event of loss to a building structure covered under this policy, when the full cost of repair or replacement is less than $1,000, the coverage of this policy is extended to cover the full cost of repair or replacement (without deduction for depreciation). Coverage shall be applicable only to a building structure covered hereunder, but excluding outdoor furniture, outdoor equipment, floor coverings, awnings, and appliances for refrigerating, ventilating, cooking, dishwashing and laundering, all whether permanently attached to the building structure or not.

The Company shall not be liable under this Extension of Coverage unless the whole amount of insurance applicable to the building structure for which claim is made is equal to or in excess of the amount produced by multiplying the co-insurance percentage applicable (specified in the Declarations) by the actual cash value of such property at the time of the loss.

IV. PERILS INSURED AGAINST

This policy insures against all direct loss to the property covered under this form caused by:

A. FIRE.

B. LIGHTNING.

C. WINDSTORM OR HAIL, excluding loss caused directly or indirectly by frost or cold weather, or ice (other than hail), snow or sleet, whether driven by wind or not.

1. This Company shall not be liable for loss to the interior of the building(s) or the property covered therein caused:

(a) by rain, snow, sand or dust, whether driven by wind or not, unless the building(s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct action of wind or hail and then shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust entering the building(s) through openings in the roof or walls made by direct action of wind or hail; or (b) by water from sprinkler equipment or from other piping, unless such equipment or piping be damaged as a direct result of wind or hail.

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2. The Company shall not be liable for Wi :m or Hail damage to the following property:

(a) Windmills, wind pumps or their towers;

(b) Crop silos;

(c) Metal smokestacks; or

(d) When outside of buildings,

(1) Trees, shrubs or plants;

(2) Awnings of fabric or slat construction, canopies of fabric or slat construction, including their supports;

(3) Radio or television antennas, including their lead-in wiring, masts or towers.

. **EXPLOSION**, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion hamber) of any fired vessel or within the flues or passages which conduct ie gases of combustion therefrom.

1. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.

2. The following are not explosions within the intent or meaning of these provisions:

(a) Shock waves caused by aircraft, generally known as "sonic boom".

(b) Electric arcing,

(c) Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,

(d) Water hammer,

(e) Rupture or bursting of water pipes,

(f) Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water,

(g) Rupture, bursting or operation of pressure relief devices.

E. SMOKE, meaning sudden and accidental damage from smoke, other than smoke from agricultural smudging or industrial operations.

F. AIRCRAFT OR VEHICLES, meaning only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered or with the building(s) containing property covered, except that loss by aircraft includes direct loss by objects falling therefrom.

This Company shall not be liable for loss:

1. by any vehicle owned or operated by an insured or by any tenant of the designated premises;

2. by any vehicle to fences, driveways, walks, or when outside of buildings, to trees, shrubs or plants;

3. to any aircraft or vehicle including its contents other than stocks of aircraft or vehicles in process of manufacture or for sale.

The word "vehicles" means vehicles running on land or tracks but not aircraft. The word "aircraft" shall include self-propelled missiles and spacecraft.

G. RIOT, RIOT ATTENDING A STRIKE OR CIVIL COMMOTION, including direct loss by acts of striking employees of the owner or tenant(s) of the building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. The Company shall not be liable for loss resulting from damage to or destruction of the property due to change in temperature or humidity or interruption of operations whether or not such loss is covered by this policy as to other perils.

H. VANDALISM OR MALICIOUS MISCHIEF, meaning only the willful and malicious damage to or destruction of the property covered.

This Company shall not be liable for loss:

1. to glass (other than glass building blocks) constituting part of a building, structure or an outside sign;

2. by pilferage, theft, burglary or larceny, except that this Company shall be liable for willful damage to the building(s) covered caused by burglars in gaining entrance to or exit from such building(s) or any part of the building(s).

3. by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by, or operated under the control of the named insured; or by rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;

4. from depreciation or deterioration; nor, unless specifically endorsed, for any loss resulting from change in temperature or humidity;

5. if the building(s) had been vacant or unoccupied beyond a period of 30 consecutive days immediately preceding the loss, whether or not such period commenced prior to the inception date of this policy.

V. EXCLUSIONS

This policy does not insure under this form against:

A. Loss occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair, or demolition of buildings or structures including debris removal expense.

B. Loss occasioned directly or indirectly by any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire.

C. Loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.

D. Loss caused by, resulting from, contributed to or aggravated by any of the following:

1. earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;

2. flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;

3. water which backs up through sewers or drains; or

4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion.

VI. VALUATION

The following bases are established for valuation of property:

roperty at actual cash value at the time of loss, but not exceeding the ount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured

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COINSURANCE CONTRACT

SPECIAL MULTI-PERIL POLICY
SECTION I—GENERAL PERSONAL PROPERTY FORM

MP 00 12
(Ed. 05 81)

I. PROPERTY COVERED

PERSONAL PROPERTY OF THE INSURED: Business personal property owned by the insured and usual to the occupancy of the insured, including the insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the insured; all while (1) in or on the building(s) or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in fixtures, alterations, installations or additions comprising a part of the building(s) occupied but not owned by the insured and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to removal by the insured.

PERSONAL PROPERTY OF OTHERS: This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the insured, while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof be in full satisfaction of any claim by the named insured for which payments have been made.

II. PROPERTY NOT COVERED

This policy does not cover:

A. Animals and pets, aircraft; watercraft, including motors, equipment and accessories (except rowboats and canoes, while out of water and on the designated premises); and automobiles, trailers, semi-trailers or any self-propelled vehicles or machines, except such property not licensed for use on public thoroughfares and operated principally on the premises of the insured.

This provision does not apply to the following types of property when held for sale or sold but not delivered:

1. Animals and pets;
2. Motorcycles, motorscooters and snowmobiles;
3. Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats; or
4. Watercraft, including motors, equipment and accessories, while not afloat.

This provision does not apply to the following types of property when manufactured, processed or warehoused by the insured;

1. Aircraft;
2. Watercraft, including motors, equipment and accessories, while not afloat; or
3. Automobiles, trailers, semi-trailers or any self-propelled vehicles or machines.

B. Personal property while waterborne.

C. Outdoor trees, shrubs and plants, except when held for sale or sold but not delivered, or as provided in the Extensions of Coverage.

D. Household and personal effects contained in living quarters occupied by the insured, any officer, director, stockholder or partner of the insured or relatives of any of the foregoing, except as provided in the Extensions of Coverage.

E. Accounts, bills, currency, deeds, evidences of debt, money and securities.

F. Outdoor signs,whether or not attached to a building or structure.

G. Growing crops and lawns.

H. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

III. EXTENSIONS OF COVERAGE

Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

A. Property at Newly Acquired Locations: The insured may apply up to 10% of the limit of liability specified for Personal Property of the Insured, but not exceeding $10,000, to cover direct loss in any one occurrence by a peril insured against to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes, elsewhere than at the designated premises within the territorial limits of this policy. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to the Company, or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired.

B. Off-Premises: The named insured may apply up to 2% of the limit of liability specified for Personal Property of the Insured, but not exceeding $5,000, nor less than $1,000, at a described location to cover direct loss in any one occurrence by a peril insured against to the property covered under Personal Property of the Insured (other than merchandise or stock) while removed from designated premises. This Extension of Coverage shall not apply to property in transit, nor to property on any premises owned, leased, operated or controlled by the insured.

C. Personal Effects: The insured may apply up to $500 to cover direct loss in any one occurrence by a peril insured against to personal effects while located on the designated premises, belonging to the insured, officers, partners or employees thereof, and limited to $100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of the Company, loss under this Extension of Coverage may be adjusted with and payable to the insured.

D. Valuable Papers and Records: The insured may apply up to $500 to cover direct loss in any one occurrence by a peril insured against to valuable papers and records consisting of books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the insured at designated premises. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the insured to reproduce, replace or restore such valuable papers and records. The total amount payable in any one occurrence under this Extension of Coverage shall not exceed the limit specified above, regardless of the number of premises designated in the Declarations.

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Outdoor Trees, Shrubs and Plants: The insure[r] may apply up to $1,000 cover outdoor trees, shrubs and plants, exce[pt] when held for sale or old but not delivered, at the designated premises against direct loss in any ne occurrence by the perils of fire, lightning, explosion, riot, civil com- [or] aircraft, but only to the extent such perils are insured against [by] he Company shall not be liable for more than $250 on any one ee, shrub or plant, including expense incurred for removing debris ereof.

. Extra Expense: The insured may apply up to $1,000 to cover the ecessary extra expense incurred by the insured in order to continue as early as practicable the normal operations of the insured's business mmediately following damage by a peril insured against under this form o the buildings or personal property situated at the designated premises.

"Extra expense" means the excess of the total cost incurred during the eriod of restoration chargeable to the operations of the insured's busi- ess over and above the total cost that would normally have been incurred o conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or personal property as have been damaged.

The Company shall not be liable under this Extension of Coverage for:

1. loss of income;

2. the cost of repair [or] replacing any of the described property, or the cost of researc[h] or other expense necessary to replace or restore books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records that have been damaged by a peril not otherwise excluded, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced; or

3. any other consequential or remote loss.

G. Non-Owned Personal Property: The insured may apply at each location up to 2% of the limit of liability specified for Personal Property of the Insured at such location, but not exceeding $2,000, as an additional amount of insurance, to cover for the account of the owners thereof (other than the named insured) direct loss by a peril insured against to personal property, similar to that covered by this policy, belonging to others while in the care, custody or control of the named insured and all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made. As respects personal property belonging to others, this provision shall replace any loss payable provision of this policy.

IV. PERILS INSURED AGAINST

This policy insures against all direct loss to the property covered under this form caused by:

A. FIRE.

B. LIGHTNING.

C. WINDSTORM OR HAIL, excluding loss caused directly or indirectly by or cold weather, or ice (other than hail), snow or sleet, whether , by wind or not.

1. This Company shall not be liable for loss to the interior of the building(s) or the property covered therein caused:

(a) by rain, snow, sand or dust, whether driven by wind or not, unless the building(s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct action of wind or hail and then shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust entering the building(s) through openings in the roof or walls made by direct action of wind or hail; or (b) by water from sprinkler equipment or from other piping, unless such equipment or piping be damaged as a direct result of wind or hail.

2. The Company shall not be liable for Windstorm or Hail damage to the following property:

(a) Windmills, wind pumps or their towers;

(b) Crop silos or their contents;

(c) Metal smokestacks; or

(d) When outside of buildings,

(1) Grain, hay, straw or other crops;

(2) Trees, shrubs or plants;

(3) Awnings of fabric or slat construction, canopies of fabric or slat construction, including their supports;

(4) Radio or television antennas, including their lead-in wiring, masts or towers.

D. EXPLOSION, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

1. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.

2. The following are not explosions within the intent or meaning of these provisions:

(a) Shock waves caused by aircraft, generally known as "sonic boom",

(b) Electric arcing,

(c) Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,

(d) Water hammer,

(e) Rupture or bursting of water pipes,

(f) Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water,

(g) Rupture, bursting or operation of pressure relief devices.

E. SMOKE, meaning sudden and accidental damage from smoke, other than smoke from agricultural smudging or industrial operations.

F. AIRCRAFT OR VEHICLES, meaning only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered or with the building(s) containing the property covered, except that loss by aircraft includes direct loss by objects falling therefrom.

This Company shall not be liable for loss:

1. by any vehicle owned or operated by an insured or by any tenant of the designated premises;

2. by any vehicle to fences, driveways, walks, or when outside of buildings, to trees, shrubs or plants;

3. to any aircraft or vehicle including its contents other than stocks of aircraft or vehicles in process of manufacture or for sale.

The word "vehicles" means vehicles running on land or tracks but not aircraft. The word "aircraft" shall include self-propelled missiles and spacecraft.

G. RIOT, RIOT ATTENDING A STRIKE OR CIVIL COMMOTION, including direct loss by acts of striking employees of the owner or tenant(s) of the building(s) while occupied by said striking employees and shall also in-

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clude direct loss from pillage a.. .ooting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. The Company shall not be liable for loss resulting from damage to or destruction of the property due to change in temperature or humidity or interruption of operations whether or not such loss is covered by this policy as to other perils.

H. VANDALISM OR MALICIOUS MISCHIEF, meaning only the willful and malicious damage to or destruction of the property covered.

This Company shall not be liable for loss:

1. to glass (other than glass building blocks) constituting part of a building, structure or an outside sign;

2. by pilferage, theft, burglary or larceny, except that this Company shall be liable for willful damage to the building(s) covered caused burglars in gaining entrance to or exit from such building(s) or any part of the building(s).

3. by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by, or operated under the control of the named insured; or by rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;

4. from depreciation or deterioration; nor, unless specifically endorsed, for any loss resulting from change in temperature or humidity;

5. if the building(s) had been vacant or unoccupied beyond a period of 30 consecutive days immediately preceding the loss, whether or not such period commenced prior to the inception date of this policy.

V. EXCLUSIONS

This policy does not insure under this form against:

A. Loss occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair, or demolition of property including debris removal expense.

B. Loss occasioned directly or indirectly by any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire.

C. Loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.

D. Loss caused by, resulting from, contributed to or aggravated by any of the following:

1. earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;

2. flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;

3. water which backs up through sewers or drains; or

4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion.

VI. VALUATION

The following bases are established for valuation of property:

A. The value of all stock actually sold but not delivered shall be the price at which it was sold, less all discounts and unincurred expenses.

B. Tenant's Improvements and Betterments:

1. If repaired or replaced at the expense of the named insured within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments.

2. If not repaired or replaced within a reasonable time after loss, that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the dates such improvements or betterments were made to the expiration date of the lease.

3. If repaired or replaced at the expense of others for the use of the named insured, there shall be no liability hereunder.

C. Valuable Papers and Records:

1. Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material plus the cost of labor incurred by the named insured for transcribing or copying such records.

2. Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form.

D. All other property at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured.

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SUPPLEMENTAL DECLARATIONS ENDORSEMENT

MP 12
(Ed.

Designation of premises, as stated in the Declarations, is extended to include the following and insurance is provided with respect to those p described below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all the of this policy including forms and endorsements made a part hereof:

Loc. No.	Bldg. No.	DESIGNATED PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
				COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits o Liability ($)
1	1	ONE STORY BLDG OF STEEL, FRAME & STEEL ROOF LOCATED AT #405 ANNA'S RETREAT, ST THOMAS, USVI	AUTO PARTS STORAGE & REPAIR BAYS & DWELLING	BLDG	MP 0010 MP 1041 MP 0331	80%	68,000
1	1	SAME AS ABOVE	SAME	CONTENTS	MP 0012 MP 1041 MP 0331	80%	100,000
1	3	ONE STORY BLDG OF CONCRETE WITH GALVANIZE ROOF AT #405 ANNA'S RETREAT, ST THOMAS, USVI	OFFICE	BLDG	MP 0010 MP 1041 MP 0331	80%	20,000

SMP EARTHQUAKE EXTENSION ENDORSEMENT

MP 10 41
(Ed. 12 79

Subject to all the provisions applicable to Section I of this policy of which this endorsement is made a part, except as otherwise provided, this policy is extended to insure against direct loss by Earthquake only at those designated premises and limit of liability shown in the Policy Declarations, but this extension applies only to those designated premises and property shown in the Schedule below and indicated by an "X" in the box(es) ([X]) in the Schedule.

If more than one Earthquake shock shall occur within any period of seventy-two hours during the term of this endorsement, such Earthquake shocks shall be deemed to be a single Earthquake. This Company shall not be liable for any loss caused by any Earthquake shock occurring before the effective date and time of this endorsement, nor occurring after the expiration date and time of this policy.

SCHEDULE

Designated Premises (Street Address, City & State)	Designated Property	*Deductible* Percentage	Premium
#405 ANNA's RETREAT, ST THOMAS, USVI	[X] Building(s)#1 & 3 [X] Personal Property of the Insured Loc #1 [ ] Personal Property of Others	250	included
	[ ] Building(s) [ ] Personal Property of the Insured [ ] Personal Property of Others		
	[ ] Building(s) [ ] Personal Property of the Insured [ ] Personal Property of Others		

[ ] Indicate by "X" in box if Masonry Veneer Clause is VOID.

DEDUCTIBLE CLAUSE

This Company shall not be liable for loss unless such loss exceeds the Deductible percentage (specified in the Schedule of this endorsement) of the actual cash value of such premises at the time when such loss shall happen, and then only for its proportion of such excess.

This deductible shall apply to: (a) each separate building or structure, (b) the contents of each separate building or structure, and (c) property in the open at each premises.

This Deductible shall supersede any other Deductible in this policy as respects the peril of Earthquake.

This Deductible shall not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rent or Rental Value or Leasehold Interest.

GENERAL EXCLUSIONS

1. OTHER INSURANCE CLAUSE: This Company shall not be liable for loss by Earthquake to property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance after application of the above Deductible Clause to the entire loss.

2 MASONRY VENEER CLAUSE: This Company shall not be liable for any loss to exterior masonry veneer (other than stucco) on wood frame walls and the value of such veneer shall not be considered in the determination of the actual cash value when applying the Deductible and Coinsurance Clauses.

This Clause is not applicable (a) where less than 10% of the total exterior wall area is faced with masonry veneer, nor (b) when voided in the Schedule above or by endorsement.

3. PERILS NOT INSURED AGAINST:

a. This Company shall not be liable by this Earthquake Extension Endorsement for loss caused by, resulting from, contributed to or aggravated by fire, explosion, flood, surface water, mudslide, mudflow waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, whether or not attributable to Earthquake.

b. Nuclear Exclusion—(Not applicable in New York): Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, is not insured against by this endorsement, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by Earthquake.

OTHER PROVISIONS

1. APPORTIONMENT OF LOSS CLAUSE: In the event of loss to any unit of insurance in excess of the Deductible amount, this Company shall be liable for no greater proportion of such excess than (a) the proportion of liability of this Company for loss under this Earthquake Extension Endorsement as determined by the Co-insurance Clause attached to this policy, or (b) for a greater proportion of such excess than the amount provided by this Earthquake Extension Endorsement shall bear to all Earthquake insurance, whether collectible or not.

2. This Earthquake Extension Endorsement does not increase the amount(s) of insurance provided in this policy.

3. PROVISIONS APPLICABLE ONLY WHEN THIS POLICY COVERS BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EXPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS: (a) The term "direct", as applied to loss, means loss, as limited and conditioned in this policy, resulting from direct loss to described property by Earthquake. If the business of the owner or tenant(s) of the described building(s) is interrupted by a strike at the described location, this Company shall not be liable for any loss due to interference by any person(s) with rebuilding, repairing or replacing the property damaged or destroyed or with the resumption or continuation of business.

(b) Waiting Period Deductible: The following Deductible Clause applies to building(s) over four (4) stories in height.

No liability shall exist for any loss from interruption of business, or untenantability of the premises unless the determined period of interruption or untenantability exceeds 168 hours, and then liability shall exist only for such part of the loss that is incurred for the determined period in excess of such 168 hours.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

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SMP DEDUCTIBLE ENDORSEMENT

MP 03 31
(Ed. 12 79)

In consideration of the premium, the provisions of this deductible endorsement apply at the location number and building number to insurance afforded under Building(s) and Personal Property of the Insured of Section I of this Policy only when designated by an "X" in the box(es) ([X]) in the Schedule of this endorsement.

SCHEDULE

Item		Designated Property	Loc. No. Bldg. No.	Deductible Amount
1	[X]	Building(s) #1 & 3	#104 ANNA'S RETREAT ~~ST THOMAS, USVI~~	$ 250
	[X]	Personal Property of the Insured #1		
2	[ ]	Building(s)		$
	[ ]	Personal Property of the Insured		
3	[ ]	Building(s)		$
	[ ]	Personal Property of the Insured		
4	[ ]	Building(s)		$
	[ ]	Personal Property of the Insured		
5	[ ]	Building(s)		$
	[ ]	Personal Property of the Insured		
6	[ ]	Building(s)		$
	[ ]	Personal Property of the Insured		

1. The Company shall be liable for loss to property designated in any item of the Schedule of this endorsement at the location shown for such property only when the whole loss to such property exceeds the "Deductible Amount" specified in said Schedule and then only for the amount of such excess. In the event there is other insurance (whether collectible or not) covering the property (or which would have covered the property except for the existence of this insurance) against the peril(s) which caused the loss, the conditions applicable to Contributing Insurance and Specific Insurance under Condition 8. Other Insurance of the provisions applicable to Section I of this policy shall apply.
2. The "whole loss" as used herein is defined as the amount which would be recoverable under this policy and any other contributing insurance (whether collectible or not) covering the property (or which would have covered the property except for the existence of this insurance) against the peril(s) which caused the loss in any one occurrence, disregarding this deductible endorsement and any other deductible provisions in this policy or in such other insurance policies.
3. The provisions of this deductible endorsement shall apply separately to each item of the Schedule of this endorsement.
4. The provisions of this deductible endorsement shall not apply to any loss by earthquake or volcanic eruption, if such perils are insured against by this policy.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

TUT 003 2248

(g) under division (a) of False Pretense Coverage unless

(i) the named insured had legal title to the covered automobile prior to loss and

(ii) the named insured makes every effort to recover the covered automobile when located;

(h) loss due to

(i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing,

(ii) radioactive contamination,

(i) to loss to

(i) any device or instrument designed for the recording, reproduction or recording and reproduction of sound unless such device or instrument is permanently installed in the covered automobile;

(ii) any type, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction or recording and reproduction of sound;

(j) to the named insured's prospective profit or any nature,

(k) under the collision coverage to any covered automobile while being driven, towed, or carried on any other land motor vehicle, trailer or semitrailer owned or hired by the named insured, from point of purchase or distribution to point of destination if such points are more than 50 road miles apart.

II. LIMIT OF LIABILITY

1 The limit of the company's liability for loss to any one covered automobile shall not exceed

(a) the actual cash value of such covered automobile, or if the loss is to part thereof the actual cash value of such part, at time of loss; nor

(b) what it would then cost to repair or replace such covered automobile or part thereof with other of like kind and quality, with deduction for depreciation;

(c) under division (a) of False Pretense Coverage, in the event the covered automobile is located, the actual cost and expense of recovering the covered automobile and returning it to the named insured plus the cost of any repairs made necessary by the loss;

provided that unless with respect to such covered automobile the insurance afforded is designated by the schedule as applying to all parties of interest therein, the company shall not be liable for a greater proportion of any such loss than the amount of interest therein for the party whose interest it is so designated bears to the actual cash value of such covered automobile at the time of such loss.

2 Subject to the above provisions respecting any one covered automobile, the limit of the company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed, as to all covered automobiles at one named, additional or temporary location, or as to a covered automobile in transit, the applicable limit of liability stated in the schedule, provided that, if the premium basis for this insurance is indicated in the schedule as

(a) "Monthly Reporting"

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the monthly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the named location identified in the schedule as the main sales location, the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

but, if the last monthly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(b) "Quarterly Reporting"

The company's liability for any such loss shall not exceed that proportion thereof which

(i) the aggregate actual cash values with respect to the location where such loss occurred or where the damaged property is normally located, as stated in the quarterly statement last rendered to the company prior to such loss, bear to

(ii) the aggregate actual cash values at said location as of the date of said statement including, with respect to the named location identified in the schedule as the main sales location, the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

but, if the last quarterly statement required under the terms of this insurance is delinquent as of the date of any loss, the company's liability for such loss shall not exceed 75% of the limit of liability stated in the schedule for the applicable location.

(c) "Non Reporting"

The company shall not be liable for a greater proportion of such loss to any covered automobile than the total limits of liability stated in the schedule for all named locations bear to the aggregate actual cash value of all covered automobiles at the time of such loss.

3 Under the False Pretense Coverage $25,000 is the most the company will pay for all loss caused by any one person or organization or any several persons that commences on the anniversary date of the policy's inception.

III. POLICY PERIOD, TERRITORY

This insurance applies only to loss which occurs during the policy period, while the covered automobile is within the United States of America, its territories or possessions, or Canada or is being transported between ports thereof.

IV. ADDITIONAL DEFINITIONS

Where used in reference to this insurance (including endorsements forming a part of the policy):

"Additional location" means any location owned rented or controlled in whole or in part by the named insured which is (a) used as a place of display or storage of covered automobiles subsequent to the effective date of this insurance and (b) not reported to the company by the named insured;

"Collision" means (a) collision of a covered automobile with another object or with a vehicle to which it is attached, or (b) upset of such covered automobile;

"Consigned automobile" means a land motor vehicle, trailer or semitrailer held by the named insured for sale, not owned by the named insured nor encumbered by a security interest of a creditor of the named insured;

"Covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is of a type designated in the schedule as a covered automobile to which this insurance applies and is

(a) held by the named insured for sale, or

(b) used in the named insured's business as a sales agency or dealer for such vehicles, including repair service thereafter, or as a demonstrator or

(c) if so designated, a consigned automobile; or

(d) held by the named insured pending delivery after sale.

"Loss" means direct and accidental loss or damage.

"Named location" means the location, or space within the location used by the named insured as a place of display or storage of covered automobiles, at each address shown in the schedule;

"Security interest" means the interest of any creditor in a covered automobile which secures an obligation owed such creditor.

"Temporary location" means any location used by the named insured for the purpose of storing or displaying covered automobiles, other than a named or additional location or a location named in any other policy affording the named insured insurance against loss covered hereunder.

V. CONDITIONS

None of the Conditions of the policy shall apply to this insurance except "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Cancellation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

1 Limitations of Coverage Under Any Other Automobile Physical Damage Insurance Part

The insurance afforded under any other automobile physical damage insurance made a part of this policy does not apply to any covered automobile, or parties of interest therein, for which insurance is afforded herein.

2 Premium

All premiums for this insurance shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The premium bases and rates for this insurance are as indicated in the schedule. If the premium bases so indicated is

(a) "Monthly Reporting"

(i) The named insured shall render to the company, on or before the fifteenth day of each month a statement, on the form provided by the company, of the location of all covered automobiles and the actual cash value thereof at the close of business on a given day or days of the preceding month, determined as indicated in the schedule. Each such monthly statement of values reported for the named location identified in the schedule as the main sales location shall be inclusive of the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed monthly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the named insured's monthly statements and upon notice thereof to the named insured's, shall become due and payable;

(iii) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the named insured's failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(b) "Quarterly Reporting"

(i) The named insured shall render to the company, on or before the fifteenth day of the month end of every third month thereafter a statement, on the form provided by the company, of the location of all covered automobiles and the actual cash value thereof at the close of business on a given day or days of the preceding three months, determined as indicated in the schedule. Each such quarterly statement of values reported for the named location identified in the schedule as the main sales location shall be inclusive of the actual cash value of all covered automobiles made available for the use of the named insured, officers or employees thereof and privately stored at other than the named locations;

(ii) The premium stated in the schedule is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Earned premiums shall be computed quarterly by applying pro rata of the annual rate for each Coverage afforded to the total amount of values shown in each of the named insured's quarterly statements and upon notice thereof to the named insured, shall become due and payable;

(iii) If upon cancellation or expiration of this insurance, the earned premium cannot be determined because of the named insured's failure to render the statements required hereunder, the earned premium for the period for which statements have not been rendered shall be computed by applying pro rata of the annual rate for each Coverage afforded at each location to 75% of the total limit of liability therefor at each location.

(c) "Non Reporting"

Additional or return premiums for increase or reduction of the limits of liability at named locations shall be computed pro rata.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

3 Named Insured's Duties in Event of Loss

In the event of loss the named insured shall

(a) protect the covered automobile, whether or not this insurance applies to the loss, and any further loss or damage due to the named insured's failure to protect shall not be recoverable under this insurance. reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also in the event of theft or larceny to the police;

(c) obtain a warrant, as soon as practicable, for the arrest of the person or persons causing a loss defined within the False Pretense Coverage;

(d) file with the company, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(e) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies, and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the named insured shall not, except at his own cost, voluntarily make any payment assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

4 Payment for Loss

The company may pay for the loss in money or may repair or replace the damaged or stolen covered automobile or part thereof, but if requested by the company the named insured shall replace such covered automobile or part or furnish the labor and materials necessary for repairs thereto and the company shall pay only the actual cost to the named insured. The company may at any time before the loss is paid or the covered automobile is so replaced at its expense return any stolen covered automobile to the named insured, with payment for any resultant damage thereto or may take all or part of the damaged or stolen covered automobile at the agreed or appraised value but there shall be no abandonment to the company.

5 Appraisal

If the named insured and the company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the named insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

6 Action Against Company

No action shall lie against the company unless, as a condition precedent thereto there shall have been full compliance with all the terms of this insurance nor unless until 30 days after proof of loss is filed and the amount of loss is determined as provided in this insurance.

7 Other Insurance

If the named insured has other insurance against a loss covered by this insurance, the company shall not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

8 No Benefit to Bailee

None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

[illegible]

TUT 003 2249

For attachment to Policy No. SMP 5406 , to r le said policy

SCHEDULE

DPH Item 1 The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such types of covered automobiles and to interests therein as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in DPH Item 4. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this insurance having reference thereto.

PREMIUM (Deposit Premium if "Monthly or Quarterly Reporting" Basis)	LIMIT OF LIABILITY — Each Covered Automobile	Per Location and "In Transit"	COVERED AUTOMOBILES — Types and Interests Therein — NEW	USED (Including Demonstrators and Service Vehicles)	COVERAGES
$ Included	Actual Cash Value loss deductible of: $ 100 for each covered automobile for loss caused by theft, malicious mischief or vandalism, subject to a maximum deductible of: $ 2500	As Stated in DPH Item 2	Included	Included	P.—COMPREHENSIVE (EXCLUDING FLOOD)
$					C.—FIRE, THEFT AND SUPPLEMENTAL
$ Included	Actual Cash Value less $ 100 deductible				R.—COLLISION
$ Included	Actual Cash Value or if the auto is found the cost of returning it and making necessary repairs				S.—FALSE PRETENSE
$					
$ Total					Form numbers of endorsements attached at issue

PREMIUM BASIS (Indicate Basis Agreed Upon by "[X]")

A. Monthly Reporting. Values determined as—

- ☐ the average of the values for each day of the preceding month coming within the policy period
- ☐ the average of the values for the last business day of each week during preceding month coming within the policy period
- ☐ the values for the last business day of the preceding month coming within the policy period

B. Quarterly Reporting. Values determined as—

- ☐ the average of the values for the last business day of each of the preceding three months coming within the policy period
- ☐ the values for the last business day of every third month coming within the policy period

☐ C. Non-Reporting. Stated limit of liability insured locations)

DPH Item 2. Locations and Limits of Liability, Rates and Premiums applicable thereto:

(a) NAMED LOCATIONS. The named insured represents that the specific locations named herein are all of the locations or spaces within locations owned, rented or controlled wholly or in part and used by the named insured as places of display or storage of covered automobiles as of the effective date of this insurance. The limit of all the company's liability for each such named location shall be as stated herein, subject to all the terms of this insurance having reference thereto.

LOC NO	PREMIUM	BLANKET ANNUAL COLLISION RATES* For all Named locations — First $50,000	$50,001 to $100,000	Over $100,000	PREMIUM	RATES — Comprehensive, Fire, Theft & Supplemental and False Pretense	LIMIT OF LIABILITY	ADDRESS (Show main sales location as Location No. 1)
1	$	$	$	$	$	$ Comprehensive		
					$	$ Fire, Theft & Supp.		
					$	$ False Pretense	$	
2	$	$	$	$	$	$ Comprehensive		
					$	$ Fire, Theft & Supp.		
					$	$ False Pretense	$	
3	$	$	$	$	$	$ Comprehensive		
					$	$ Fire, Theft & Supp.		
					$	$ False Pretense	$	
	$	Total Premium			$	Total Premium	Total Limit of Liability — All Named Locations	

*If not same rate for all locations, LOCATION NO. precedes applicable rate

(b) UNNAMED LOCATIONS. The limit of the company's liability for unnamed locations shall be as stated herein, subject to all the terms of this insurance having reference thereto: $ 250,000 Any One Location $ Each Temporary Location $ Each Covered Automobile in Transit

DPH Item 3. Loss Payee: As stated in the Loss Payable Clause, any loss under this insurance is payable as interest may appear to the named insured and

DPH Item 4. Explanation of entries in DPH Item 1 for designating the interests insured hereunder in covered automobiles to which this insurance applies:

1 = Named insured's interest in owned covered automobiles unencumbered by any security interest of a creditor of the named insured.
2 = Named insured's equity only, in covered automobiles encumbered by any security interest of a creditor of the named insured.
3 = Named insured's and his secured creditor's interest, subject to Loss Payable Clause, in covered automobiles encumbered by any security interest of such creditor.
4 = All interest in consigned automobiles.

I. COVERAGE AGREEMENTS

1 The company will pay for loss to covered automobiles under

COVERAGE P. COMPREHENSIVE — from any cause except collision; but, for the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be deemed loss caused by collision;

COVERAGE C. FIRE, THEFT AND SUPPLEMENTAL — caused by

(a) fire or lightning,
(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the covered automobile is located,
(c) the stranding, sinking, burning, collision or derailment of any conveyance on or upon which the covered automobile is being transported,
(d) theft or larceny,
(e) windstorm, hail, earthquake or explosion,
(f) riot or civil commotion,
(g) the forced landing or falling of any aircraft or its parts or equipment,
(h) malicious mischief or vandalism,
(i) flood or rising waters, or
(j) external discharge or leakage of water;

COVERAGE R. COLLISION — caused by collision;

COVERAGE S. FALSE PRETENSE that results from:

(a) someone causing the named insured to voluntarily part with the covered automobile by trick, scheme or false pretense; or
(b) the named insured's acquiring an automobile from a seller who did not have legal title

Provided that with respect to each covered automobile:

(a) under the Comprehensive Coverage and Fire, Theft and Supplemental Coverage with respect to loss caused by theft, malicious mischief or vandalism such payment shall only be for the amount of each loss in excess of the deductible shown on the schedule. However, the maximum deductible shown in the schedule is the most that will be deducted
(b) under the Collision Coverage, such payment shall only be for the amount of each loss in excess of the deductible shown in the schedule as applicable to collision.
(c) under division (a) the False Pretense Coverage, such payment shall only be for the amount of each loss in excess of the actual value of any property delivered to the named insured in full partial payment for title to or possession of the covered automobile.

2 GENERAL AVERAGE AND SALVAGE CHARGES

In addition to the applicable limits of liability, the company will, with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the named insured becomes legally liable.

3 Such insurance as is afforded under each Coverage applies separately to each covered automobile, and a land motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate covered automobiles as respects limits of liability and any deductible provisions applicable thereto.

Exclusions

This insurance does not apply:

(a) to any covered automobile while
(1) being used as a public or livery conveyance; or
(2) in a building or premises occupied by the named insured as a factory or assembly plant, but this shall not be construed to mean salesroom, service stations or garages; or
(3) leased or rented to others, except while rented to a customer of the named insured while such customer's vehicle is temporarily left with the named insured for service or repair; or
(4) being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

(b) to more than 4 covered automobiles while waterborne on any single boat, barge or lighter, but this exclusion shall not apply to covered automobiles in a railroad car being transported on a car ferry;

(c) to damage which is due and confined to
(1) wear and tear, or
(2) freezing, or
(3) mechanical or electrical breakdown or failure,
unless such damage results from a theft covered by this insurance;

(d) to tires, unless
(1) loss be coincident with and from the same cause as other loss covered by this insurance; or
(2) damaged by fire or stolen and, as to the covered automobile, loss caused by such damage or theft is covered by this insurance;

(e) to loss occurring
(1) prior to delivery of any covered automobile sold by the named insured if the purchaser thereof has other insurance against such loss;
(2) after delivery of any covered automobile sold by the named insured, whether or not subject to any security interest;
(3) at any additional location prior to the company's receipt of the named insured's report thereof, unless such loss occurs during the first 45 days after the commencement of the use of such location;
(4) at any temporary location more than 7 days after commencement of its use;

(f) under Comprehensive Coverage and Fire, Theft and Supplemental Coverage to loss resulting from:
(1) someone causing the named insured to voluntarily part with the covered automobile by trick, scheme or false pretense; or
(2) the named insured's acquiring the covered automobile from someone other than its owner or such owner's agent for the purposes of the acquisition;

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I to or for each person who sustains bodily injury, caused by accident, while occupying any automobile which is being use[illegible] any person who is an insured under the bodily injury liability coverage with[illegible] I to such use;

J to or for each person who sustains bodily inj[illegible]aused by accident, and arising out of the ownership, maintenance or use of the premises for the purposes of a garage, and all operations necessary or incidental thereto

Exclusions

This insurance does not apply:

(a) under the Automobile Medical Payments Coverage, to bodily injury sustained by any employee of an insured under the bodily injury liability insurance arising out of and in the course of his employment by such insured;

(b) under the Premises Medical Payments Coverage, to bodily injury sustained by
(1) any person while occupying or through being struck by an automobile away from the premises;
(2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
(3) the named insured, or any partner therein or member thereof, or any employee of the named insured arising out of and in the course of his employment by the named insured;
(4) any person while engaged in maintenance, alteration, demolition or new construction operations for the named insured or for any lessee of the premises;

(c) under the Premises Medical Payments Coverage, to bodily injury arising out of
(1) the ownership, maintenance, operation, use, loading or unloading of any escalator at premises owned, rented or controlled by the named insured; but this exclusion (c) (1) does not apply to an escalator at premises which the named insured owns, rents or controls only in part unless the named insured operates, maintains or controls the escalator;
(2) structural alterations, new construction or demolition operations for the named insured by independent contractors or their subcontractors, or omissions or supervisory acts of the insured in connection therewith;

(d) under the Premises Medical Payments Coverage, to bodily injury resulting from the selling, serving or giving of any alcoholic beverage (a) in violation of any statute, ordinance or regulation, (b) to a minor, (c) to a person under the influence of alcohol or (d) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessee of premises used for such purposes but only part (b) of this exclusion applies when the named insured is such an owner or lessee;

(e) under the Premises Medical Payments Coverage, to any medical expense for services by the named insured, any employee thereof, or any person or organization under contract to the named insured to provide such services;

(f) under the Automobile and Premises Medical Payments Coverages, to bodily injury sustained by an employee of any garage, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(g) under the Automobile and Premises Medical Payments Coverages, to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

III. GARAGEKEEPERS' LEGAL LIABILITY

COVERAGE G 1 – FIRE AND EXPLOSION
COVERAGE G 2 – THEFT of the entire automobile
COVERAGE G 3 – RIOT, CIVIL COMMOTION, MALICIOUS MISCHIEF AND VANDALISM
COVERAGE G 4 – COLLISION OR UPSET

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

G 1. loss to an automobile caused by fire or explosion other than explosion of tires;

G 2. loss to an automobile caused by theft of the entire automobile;

G 3. loss to an automobile caused by riot, civil commotion, malicious mischief or vandalism; provided, with respect to each automobile $25 shall be deducted from each loss caused by malicious mischief or vandalism;

G 4. loss to an automobile or other property of a kind customarily left in charge of a garage caused by collision of the automobile or such property with another object or by upset thereof, but the deductible amount stated in the schedule as applicable hereto shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages because of each loss, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule;

occurring while such automobile or other property is in the custody of the insured for safekeeping, storage, service or repair

(1) at a location stated in this schedule or while temporarily removed therefrom in the ordinary course of the insured's business, or

(2) away from the premises of the insured in attending such automobile or property;

and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such loss, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

The Supplementary Payments provisions of the policy are applicable to the insurance afforded by Garagekeepers' Legal Liability, except the provisions with respect to the cost of bail bonds and expenses for first aid.

Exclusions

This insurance does not apply, under the Garagekeepers' Legal Liability Coverages:

(a) to liability of the insured under any agreement to be responsible for loss;

(b) to an automobile or other property
(1) owned by or rented to
(a) the named insured or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,
(b) an employee of the named insured or his spouse if a resident of the same household, unless the automobile or other property is in the custody of the named insured under an agreement for which a specific pecuniary charge has been made, or
(2) in the custody of the named insured for demonstration or sale;

(c) to loss by theft due to any fraudulent, dishonest or criminal act by the named insured, a partner therein, a member thereof or employee, trustee or authorized representative thereof, whether working or otherwise and whether acting alone or in collusion with others;

(d) to loss arising out of the use of any elevator, or any automobile servicing hoist designed to raise an entire automobile;

(e) to defective parts, accessories or materials furnished or to faulty work performed on an automobile, out of which loss arises;

(f) to an automobile or other property while the automobile is being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

(g) to loss due to war, whether or [illegible] declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(h) to loss due to radioactive contamination;

(i) with respect to Coverages G 1 and G 3, to damages for loss of use of an automobile.

IV. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

A. Under the Garage Bodily Injury and Property Damage Liability Coverages:
(1) the named insured;
(2) with respect to garage operations other than the automobile hazard:
(a) any employee, director or stockholder of the named insured while acting within the scope of his duties as such,
(b) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
(c) if the named insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such;
(d) any person or organization having a financial interest in the garage operations of the named insured;
(3) with respect to the automobile hazard:
(a) any person while using, with the permission of the named insured, any automobile to which the insurance applies under the automobile hazard, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading of an automobile, such person shall be an insured only if he is
(i) a borrower of the automobile, or
(ii) a partner, member or employee of the named insured or of such borrower;
(b) any other person or organization but only with respect to his or its liability because of acts or omissions of the named insured or an insured under (a) above.

None of the following is an insured:
(c) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;
(d) any person or organization, other than the named insured or its directors, stockholders, partners, members or employees while acting within the scope of their duties as such, with respect to operations performed by independent contractors for the named insured;
(e) any person or organization, other than the named insured, with respect to any automobile
(a) owned by such person or organization or by a[illegible]ber (other than the named insured of the same household) or
(b) possession of which has been[illegible]ed to another by the named insured pursuant to an agreement of sale;
(f) any partner, member or employee of[illegible]named insured or the spouse of such person, with respect to property damage to property owned by, rented to or held for sale by the named insured, or property in the care, custody or control of or transported by the named insured.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

B. Under the Garagekeepers' Legal Liability Coverages:
(a) the named insured;
(b) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
(c) any employee, director or stockholder of the named insured while acting within the scope of his duties as such, and
(d) if the named insured is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such.

V. LIMITS OF LIABILITY

Regardless of the numbers of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury, property damage or loss, (3) claims made or suits brought on account of bodily injury, property damage or loss or (4) automobiles to which this policy applies, the company's liability is limited as follows

Coverage G. The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage H. Subject to the following paragraph, the total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

With respect to property damage to any automobile arising out of work completed by or for the named insured upon such automobile or part thereof, $100 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of property damage to such automobile as a result of any one occurrence, and the limit of the company's liability shall be the difference between such deductible amount and the limit of Property Damage Liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the named insured shall be adjusted at actual cost to him of labor and materials.

Coverages G and H. For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Coverages I and J. The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all medical expense incurred by or on behalf of each person who sustains bodily injury as the result of any one accident.

Coverages G 1, G 2, G 3 and G 4. Subject to the application of any deductible, the limit of the company's liability for loss at each location shall be the limit of liability stated in the schedule as applicable thereto, or, however, if the limit of loss thereunder at the location where the loss occurred automobiles of others in the custody of the insured in excess of the maximum number of automobiles indicated in the schedule for such location, the company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such automobiles stated for such location bears to the number of automobiles at such location at the time the loss occurred.

Subject to the application of the deductible stated in the schedule, the limit of liability applicable to Coverage G 4 for loss to property of a kind customarily left in charge of a garage, other than automobiles, is $5,000, which sum is included in the applicable limit of liability for loss at the location

All of the terms of this policy apply irrespective of the application of any deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Repairs by the named insured shall be adjusted at actual cost to him of labor and materials.

VI. POLICY TERRITORY

This insurance applies only to bodily injury, property damage or loss which occurs within the territory described in paragraph (1) or (2) of the definition of policy territory.

VII. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"automobile" means a land motor vehicle or trailer, other land equipment capable of moving under its own power, equipment for use thereunto and animal drawn equipment. This definition replaces the definition of automobile set forth in the Definitions Section;

"automobile hazard" means that one of the following hazards for which insurance is afforded as indicated in the schedule:

Automobile Hazard 1.
(1) the ownership, maintenance or use (including loading or unloading) of any automobile for the purpose of garage operations, and (2) the occasional use for other business purposes and the use for non-business purposes of any automobile owned by or in charge of the named insured and used principally in garage operations, and (3) the ownership, maintenance or use of any automobile owned by the named insured while furnished for the use of any person.

Automobile Hazard 2.
The use in connection with garage operations of any automobile which is neither owned nor hired by the named insured, a partner therein or a member thereof, or a member of the same household as any such person.

"garage" means an automobile sales agency, repair shop, service station, storage garage or public parking place;

"garage operations" means the ownership, maintenance or use of the premises for the purposes of a garage and all operations necessary or incidental thereto;

"loss" means direct and accidental loss of or damage to property which occurs during the policy period;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"occupying" means in or upon or entering into or alighting from;

"premises" means premises where the named insured conducts garage operations, and ways immediately adjoining but does not include any portion of such premises upon which business operations are conducted by any other person or organization;

"trailer" includes semi-trailer

VIII. ADDITIONAL CONDITIONS

A. Limitation of Coverage Under Any Other Liability Insurance Part
The insurance afforded under any other liability insurance made a part of this policy does not apply to garage operations, including the automobile hazard, for which insurance is afforded herein.

B. Out of State Insurance
If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a person is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss

C. Insured's Duties in the Event of Loss
The insured's duties, in event of loss under the Garagekeepers' Legal Liability Coverage shall be as provided in the Condition with respect to an occurrence, claim or suit in the event of theft or larceny, the insured shall at once promptly notify the police

D. Medical Reports; Proof and Payment of Claim – Coverages I and J
As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company

E. Non-Applicability of Subrogation Condition
The Subrogation Condition does not apply to any Medical Payments Coverage afforded by this insurance

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SCHEDULE

Item 1. The insurance afforded is only with respect to such of the h... coverages and hazards thereunder as are indicated by specific premium cha... charges. The limit of the company's liability against each such coverage shall be as sti... ...ein, subject to all the terms of this policy having reference thereto.

Advance Premium	Limits of Liability	Hazards	Coverages	
$ 5797	100 thousand dollars each person	Garage operations including Automobile Hazard 1	C Bodily Injury Liability	Garage Liability
$	Incl. thousand dollars each occurrence	Automobile Hazard 2		
$ included	Incl. thousand dollars each occurrence subject to $100 deductible as set forth in Limits of Liability provision	Garage operations including Automobile Hazard 1	H Property Damage Liability	
$		Automobile Hazard 2		
$	dollars each person	% Premium Basis: Percentage of Coverage B Premium	I Automobile Medical Payments	Expense for Medical Services
$	dollars each person	%	II A	Automobile & Premises Medical Payments
$ included	Specific limit per location as stated in Item 3 subject to:		II B Fire and Explosion	
$ included	K-1 & K-2 $250 deductible		II C Theft of the entire automobile	Garage-keepers' Legal Liability
$ included	$75 vandalism deductible. Coverage H 3		II D Riot and Vandalism	
$	$ 500 deductible Coverage H 4 Limit of liability includes $5000		II E Collision or Upset	
$ included	limit for loss to property other than automobiles		Form numbers of endorsements attached at issue	
$				
$ included	Total Advance Premium	COMBINED SINGLE LIMIT ENDT.		

Item 2. (a) All automobiles owned by the named insured are used principally in garage operations of the named insured, except automobiles (1) assigned to the named insured, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below

(b) Automobiles owned by the named insured are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the named insured, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them, unless more than one automobile is furnished concurrently to such person and then show only the number of automobiles so furnished in excess of one)

Item 3. The following are the addresses of all premises where the named insured conducts garage operations. (If more than two, see Schedule attached)

Garage Liability

Loc No.	Advance Premium Coverage G	Advance Premium Coverage H	Rates Coverage G Per $100 of Remuneration	Rates Coverage H Per $100 of Remuneration	Premium Basis Class	Premium Basis Remuneration	Address (Show main sales location, if any, as location No. 1)
1	$ 5779	$ included	$ on file	$ with company	A		
					B		
					C	on file	#405 ANNA'S RETREAT, ST THOMAS USVI
			$	$	Total		
					Furnished Automobile		
XXX	$	$	$	$			
7	$	$	$	$	A		
			$	$	B		
			$	$	C		
			$	$	Total		
					Furnished Automobile		
XXX	$	$	$	$			

Loc No.	Garagekeepers' Legal Liability Maximum No. of Customers' Automobiles Stored	Limit of Liability	Minimum Premiums Coverage G	Coverage H	Coverage I	Coverage II A
1		30 thousand dollars	$ included	$ included	$	$
2		thousand dollars	Per Automobile			

When used as a premium basis:
"remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject to an average weekly maximum of $170, and (b) the remuneration of each Class B person at a fixed amount of $7,800 per annum

"Class A" means all clerical office employees
"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile owned by the named insured; and all salesmen, general managers, service managers and chauffeurs
"Class C" means all other employees.

I GARAGE LIABILITY

COVERAGE G BODILY INJURY LIABILITY, COVERAGE H PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

G bodily injury or H property damage

to which this insurance applies, caused by an occurrence and arising out of garage operations, including only the automobile hazard for which insurance is afforded as indicated in Item 1 of the Schedule, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgements or settlements

Exclusions

This insurance does not apply, under the Garage Liability Coverages:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft or watercraft owned or hired, chartered or controlled by the named insured; but this exclusion does not apply to an aircraft or watercraft while on premises which the named insured owns, rents or controls and not while the named insured operates, maintains or controls the aircraft;

(c) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law

(d) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to

(1) any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or

(2) liability assumed by the insured under an incidental contract;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any

(1) hoist, derrick, crane, loader or elevator (other than a hydraulic elevator) owned by or rented to the insured and not being driven on a highway, or

(2) automobile

(a) while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) while rented to others by the named insured unless in a business conducted principally in the business of the named insured, or

(c) while being used by the insured as a public or livery conveyance or for carrying property for a charge,

(3) watercraft owned or operated by or rented or loaned to any insured, or any other watercraft operated by any person in the course of his employment by any insured, but this exclusion (e) (3) does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) aircraft;

(g) (1) bodily injury or property damage arising out of and occurring in the course of structural alterations, new construction or demolition operations performed for the named insured by independent contractors, or acts or omissions of the named insured in connection with his general supervision of any such operations; but this exclusion does not apply to operations of which the company has written notice within 30 days after the commencement thereof,

(2) to property damage to

(1) property owned by, rented to or held for sale by the insured, or

(2) property in the care, custody or control of or being transported by the insured or property as to which the insured is for any purpose exercising physical control,

but part (2) of this exclusion does not apply to property damage arising out of the operation, maintenance or use at the premises of any automobile servicing hoist designed to raise the entire automobile, or to such insurance as is afforded for the use of elevators at the premises;

(h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(i) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(j) to property damage to any of the named insured's products if such property damage results from a condition existing on such product at any part thereof at the time no possession is relinquished to the purchaser thereof;

(k) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith,

(l) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein,

(m) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the insured under an incidental contract, or

(2) expenses for first aid under the Supplementary Payments provision;

(n) to bodily injury or property damage for which the insured or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessee of premises used for such purposes,

if such liability is imposed

(a) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(b) because of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person

but part (n) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessee described in (2) above;

(o) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental

II EXPENSES FOR MEDICAL SERVICES

COVERAGE I AUTOMOBILE MEDICAL PAYMENTS
COVERAGE J PREMISES MEDICAL PAYMENTS

The company will pay all reasonable medical expense incurred within one year from the date of accident

(over)

TUT 003 2252

ENDORSEMENT "CSL"

endorsement effective 1-1-86 , forms a part of Policy No. SMP 5408
(12:01 A.M., Standard Time)

ssued to: RAMLSY MOTROS INC, HOLIDAY RENT A CAR & R&R PROPERTIES INC

: GUARDIAN INSURANCE COMPANY,INC

COMBINED SINGLE LIMIT ENDORSEMENT

n consideration of the premium charged, it is agreed that the total liability of the ompany for all damages, including damages for care and loss of services sustained by ie or more persons or organizations as the result of any one occurrence shall not ex- eed the limit of liability for bodily injury and property damage stated in the schedule s applicable to each occurrence.

ubject to the above provision respecting "each occurrence", the total liability of he company for all damages because of

1) all bodily injury included within the completed operations hazards, and
2) all bodily injury included within the products hazard, an
3) all property damage arising out of premises or operations rated on a renumeration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (4) below, and
4) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or structures, and
5) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Shall not exceed the limit of liability stated in the schedule as "aggregate".

SCHEDULE

COVERAGES	LIMITS OF LIABILITY
BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY	$ 100 ,000 each occurrence $ 100 ,000 aggregate

All other terms and conditions of this policy remain unchanged.

AUTHORISED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 1-1-86 forms a part of policy No. SMP 5408 issued to RAMSEY MOTORS INC, HOLIDAY RENT A CAR & R&R PROPERTIES INC by

EMPLOYER'S LIABILITY STOP-GAP COVERAGE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy with respect to Bodily Injury Liability applies also to the liability of the insured for damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained by any employee of the insured arising out of and in the course of his employment by the insured in a state named below, or in operations necessary or incidental thereto, subject to the following provisions:

1. A. The insurance applies only provided the insured (1) has, where required, filed acceptance of the Workman's Compensation Laws of ST THOMAS, USVI and will not file notice of rejection of the provisions of such laws during the policy period, (2) has insured all employees required to be insured under said laws(s), and (3) duly reports all payrolls and pays all premiums due thereunder.

   B. The insurance does not apply to bodily injury, including death at any time resulting therefrom, sustained by a master or member of the crew of any vessel or by any employee of the insured in the course of an employment subject to the United States Longshoremen's and Harbor Workers' Compensation Act, U.S. Code (1946) Title 33, Sections 901-49, or the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, or sustained by any member of the flying crew of any aircraft.

   C. The insurance does not apply to bodily injury by accident or disease, including death at any time resulting therefrom, sustained by any employee with respect to whom the insured is not required to contribute to an Insurance Fund.

2. Solely with respect to the insurance afforded by this endorsement, the limit of the company's liability shall be as stated herein and not as stated elsewhere in the policy:

   LIMITS OF LIABILITY – The words 'damages because of bodily injury by accident or disease, including death at any time resulting therefrom,' include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limit of the company's liability under this endorsement is $ 100,000 for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by any one employee in any one accident; and, subject to the foregoing provision respecting each employee, the total limit of the company's liability is $ 100,000 for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by two or more employees in any one accident. The limit of the company's liability under this endorsement is $ 100,000 for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by one employee, and subject to the foregoing provision respecting each employee, the total limit of the company's liability for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by employees in operations in a state named below or in operations necessary or incidental thereto is $ 100,000 . The limits of liability herein stated shall not be cumulative with any limit of liability stated elsewhere in the policy.

   The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

3. The provision of the policy as respects premiums applies separately and in the same manner to the premiums for this endorsement.

SCHEDULE

State	Estimated Total Annual Remuneration	Rate per $100.00 of Remuneration	Estimated Premium
ST THOMAS, USVI	ON FILE	ON FILE	INCLUDED

By: Warren F Bowers

COVERAGE PART

PREMISES MEDICAL PAYMENTS INSURANCE

L 6421
(Ed 1 75)

SMP 5408

Attachment to Policy No. _____, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage indicated by specific premium charge or charges. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Advance Premiums	Limits of Liability		Coverage
X X X	1,000 dollars each person	25,000 dollars each accident	E—Premises Medical Payments
$ Included			(a) Premises and operations
$			(b) Escalators
$			(c) Sports activities
$ Included			Form numbers of endorsements attached at issue
$ Total Advance Premium			

I. COVERAGE E—PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all *reasonable medical expense incurred within one year from* the date of the accident on account of such **bodily injury**, provided such **bodily injury** *arises out of (a) a condition in the insured premises or (b) operations* with respect to which the **named insured** is afforded coverage for **bodily injury** *liability under this policy.*

Exclusions

This insurance does not apply:

(a) to **bodily injury**

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any automobile or aircraft owned or operated by or rented or loaned to any **insured**, or

(ii) any other **automobile** or *aircraft* operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to any **insured**;

(2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any watercraft owned or operated by or rented or loaned to any **insured**, or

(ii) any other watercraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to watercraft while ashore on the **insured premises**; or

(4) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;

(b) to **bodily injury**

(1) included within the **completed operations hazard** or the **products hazard**;

(2) arising out of operations performed for the **named insured** by independent contractors other than (i) maintenance and repair of the **insured premises** or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is *an owner or lessor of premises used for such purposes but only* part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) to **bodily injury**

(1) to the **named insured**, any partner therein, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

(2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

(3) *to any person while engaged in maintenance and repair of the* **insured premises** or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;

(d) *to any medical expense for services by the* **named insured**, *any employee thereof* or any person or organization under contract to the **named insured** to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**insured premises**" means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"**medical expense**" means expenses for necessary medical, surgical, x-ray and *dental services, including prosthetic devices, and necessary ambulance, hospital,* professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

||AUTHENTIC||

COVERAGE PART

PERSONAL INJURY LIABILITY INSURANCE

L 9287
(Ed. 1-73)

SHP 5408

For attachment to Policy No._____, to complete said policy.

SCHEDULE

Limits of Liability	Coverage
100 thousand dollars aggregate	P—Personal Injury Liability
10 % Insured's Participation	

The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

Advance Premiums	Groups of Offenses
$ Included	A. False Arrest, Detention or Imprisonment, or Malicious Prosecution
$ Included	B. Libel, Slander, Defamation or Violation of Right of Privacy
$ Included	C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy
	Form numbers of endorsements attached at issue
$	
$ Included	Total Advance Premium
$	Minimum Premium

It is hereby understood and agreed that exclusion "C" is deleted.

COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement;

(b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;

(c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;

(d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

AUTHENTIC

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY—AUTOMOBILE

GU 9236a
(Ed 11-69)

GL 21 07 (Ed. 11 69)
A5213 — G334

EXCLUSION

(Escalators)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GARAGE INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

PREMISES MEDICAL PAYMENTS INSURANCE

This endorsement, effective (12:01 A. M., standard time) , forms a part of policy No.

issued to

by

Authorized Representative

The insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator at premises owned, rented or controlled by the **named insured**; but this exclusion does not apply to an escalator at premises which the **named insured** owns, rents or controls only in part unless the **named insured** operates, maintains or controls the escalator.

TUT 003 2257

GU 201
(Ed. 11-77)

IL 00 01 (Ed. 11-77)

AMENDATORY ENDORSEMENT

Punitive or Exemplary Damages Exclusion

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

AUTHENTIC

GU 201
(Ed. 11-77)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

TEXACO CARIBBEAN INC.

I N V O I C E

NUMBER : 82102

MISC CASH SALES
ST THOMAS V.I.

TEXACO CARIBBEAN INC.
BOX 3740
SAINT THOMAS, V.I.
TELEPHONE : 774-3139 / 774-1931

PROCESSED : 9/12/90 8:54:00

DATE	CUSTOMER CODE	ORDER NO	TERMS	DUE	TERMINAL
9/12/90	A1000		CASH	92	82

PRODUCT CLASS	PRODUCT BRAND	DESCRIPTION	CODE PACK	NUMBER OF PACKAGES	AMOUNT GLS. / POUNDS	PRODUCT PRICE	TOT
66	0700	REGAL AM B E O 92	00095		5.00	28.05000	28.

TOTAL 28.0

DELIVERED BY :

PRODUCTS RECEIVED IN GOOD CONDITION

PAYMENT RECEIVED BY :

TEXACO CARIBBEAN INC.

CASH : CHECK : 2805 OTHER :

R 900037

TUT 003 2259

XACO CARIBBEAN INC.

N V O I C E

NUMBER : 02110917

SC CASH SALES
THOMAS V I

TEXACO CARIBBEAN INC.
BOX 3740
SAINT THOMAS, V.I.
TELEPHONE : 774-3139 / 774-1931

PROCESSED : 7/10/92 10:35:55

ATE	CUSTOMER CODE	ORDER NO.	TERMS	DIST	TERMINAL
0/92	61000		CASH	82	82

S	O D U C T BRAND	DESCRIPTION	CODE PACK	NUMBER OF PACKAGES	A M O U N T GLS. / POUNDS	PRODUCT PRICE	T O T A L
	2196	HAVOLINE FORMULA 3 20W50	12001	10	30.00	17.35000	173.50

T O T A L 173.50

IVERED BY :

.....

PRODUCTS RECEIVED IN GOOD CONDITIONS BY :

X .....

EMERGENCY TELEPHONES:
FIRE DEPT 921
POLICE DEPT 915
AMBULANCE 922
US COAST GUARD 774-3497

ENT RECEIVED BY :

.....
XACO CARIBBEAN INC.

CASH : .....

CHECK : $173.50

OTHER : .....

R	C O M P A R T M E N T S 1	2	3	4	5	6	7	8

EXACO

Official Sponsor 1992
Olympic Summer Games

R 000038

TUT 003 2260

TEXACO

CO CARIBBEAN INC.

V O I C E

NUMBER : B2109622

CASH SALES
THOMAS V I

TEXACO CARIBBEAN INC
BOX 3740
SAINT THOMAS, V.I
TELEPHONE : 774-3139 / 774-1931

PROCESSED : 4/16/92 8:55:21

DATE	CUSTOMER CODE	ORDER NO	TERMS	DEPT	TERMINAL
16/92	61000		CASH	82	82

	P R O D U C T BRAND	DESCRIPTION	CODE PACK	NUMBER OF PACKAGES	A M O U N T GE... POUNDS	PRODUCT PRICE	T O T A L
A	2196	HAVOLINE FORMULA 3 20W50	12001	10	30.00	17.35000	173.50

T O T A L :

PROD

EMERGENCY TELEPHONES:
FIRE DEPT 921
POLICE DEPT 915
AMBULANCE 922
US COAST GUARD 774-3497

RECEIVED BY :

CASH : CHECK : 173.5

TEXACO CARIBBEAN INC

R 900039

D E P A R T M E N T S

TUT 003 2261

Tesoro Caribbean Ltd
C1050

TELEPHONE : 774-3139 / 774-1931

PROCESSED [illegible] 8210537

CUSTOMER CODE	ORDER NO.	TERMS	DISPATCH TERMINAL
			TEXACO

BRAND 61090

2196

PRODUCT 86000 TOTAL 173.50

TOTAL 173.50

DELIVERED BY :

EQUIPMENT RECEIVED BY : TEXACO CARIBBEAN INC.

EMERGENCY TELEPHONES : FIRE DEPART 911 / US COAST GUARD 774-2191 / CASH

PRODUCTS RECEIVED IN GOOD CONDITIONS BY :

CHECK : 173.50 OTHER :

COMPARTMENTS

	0	1	2	3	4	5	6	7	8
UPPER									
LOWER									

Ck # 17928

Devin Stuart

R 000040

TUT 003 2262

TEXACO CARIBBEAN INC.

I N V O I C E

NUMBER : 82109351

MISC CASH SALES
ST THOMAS V I

TEXACO CARIBBEAN INC.
BOX 3740
SAINT THOMAS, V.I.
TELEPHONE : 774-3139 / 774-1931

PROCESSED : 3/30/92 11:42:45

DATE	CUSTOMER CODE	ORDER NO.	TERMS	DIST	TERMINAL
3/30/92	61000		CASH	82	82

P R O D U C T CLASS	BRAND	DESCRIPTION	CODE PACK	NUMBER OF PACKAGES	A M O U N T GLS. / POUNDS	PRODUCT PRICE	T O T A L
	2196	HAVOLINE FORMULA 3 20W50	12001	10	30.00	17.35000	173.50
67	1854	HAV AFT MERCON/DEXRON II	12001	10	30.00	17.50000	175.00

T O T A L 348.50

DELIVERED BY : .....

PRODUCTS RECEIVED IN GOOD CONDITIONS BY : .....

EMERGENCY TELEPHONES:
FIRE DEPT 921
POLICE DEPT 915
AMBULANCE 922
US COAST GUARD 774-3497

PAYMENT RECEIVED BY : .....

CASH : ..... CHECK 34837 OTHER : .....

(TEXACO CARIBBEAN INC.)

R00041

C O M P A R T M E N T S								
NUMBER	1	2	3	4	5	6	7	8
LOADED								

TUT 003 2263

348.50

R 000042

TUT 003 2264

TEXACO CARIBBEAN INC.

TEXACO

V O I C E

NUMBER 2.11'84-

C CASH SALES
ST.THOMAS V.I.

TEXACO CARIBBEAN INC
SCA 3749
SAINT THOMAS, V.I.
TELEPHONE : 774-3130 / 774-1921

PROCESSED : 9/16/92 04:10

CUSTOMER CODE	ORDER NO.	TERMS	D/S	TERMINAL
C1000		CASH	32	02

P R O D U C T BRAND	DESCRIPTION	CODE PACK	NUMBER OF PACKAGES	A M O U N T GLS	POUNDS	PRODUCT PRICE	T O T A L
2196	HAVOLINE FORMULA 3 20W50	12001	10		30.00	17.35000	173.50
1854	HAV AFT MERCON/DEXRON II	12001	10		30.00	17.50000	175.00

T O T A L 348.50

ORDERED BY :

EMERGENCY TELEPHONES:
FIRE DEPT 921
POLICE DEPT 915
AMBULANCE 922
US COAST GUARD 774-3497

PRODUCTS RECEIVED IN GOOD CONDITIONS BY :

RECEIVED BY :

CASH :

CHECK : 34853

OTHER :

TEXACO CARIBBEAN INC.

C O M P A R T M E N T S

0	1	2	3	4	5	6	7	8

Official Sponsor 1992 Olympic Summer Games

Barcelona'92

TEXACO

R 000043

TUT 003 2265

TEXACO

TEXACO CARIBBEAN INC.

INVOICE NUMBER 8210864

MTSC CA
ST THOMAS

PROCESSED

7/11/91	61000		CASH		ORIGINAL

PRODUCT CLASS	BRAND	DESCRIPTION	CODE	NUMBER OF PACKAGES	AMOUNT GAL / POUNDS	PRODUCT PRICE	TOTAL
66	2196	HAVOLINE FORMULA 3 20W50	1,006	10	30.00	17.35000	173.50
67	1854	HAV AFT MERCON/DEXRON II	12001	10	30.00	17.50000	175.00

TOTAL 348.50

DELIVERED BY :

PRODUCTS RECEIVED IN GOOD CONDITIONS BY

EMERGENCY TELEPHONES:
FIRE DEPT 921
POLICE DEPT 915
AMBULANCE 922
US COAST GUARD 774-3497

PAYMENT RECEIVED BY :

TEXACO CARIBBEAN INC.

CASH : CHECK : 348.50 OTHER :

~~16~~ 17987

COMPARTMENTS								
NUMBER	1	2	3	4	5	6	7	8
CODE								

R000044

TUT 003 2266

ORIGINAL

KACO CARIBBEAN INC.

I V O I C E

109000

SC CASH
HOMAS V I

ST THOMAS, V.I.
TELEPHONE : 774-3139 / 774-1931

PROCESSED : 3/06/92 13:00:37

TE	CUSTOMER CODE	ORDER NO.	TERMS	DIST	TERMINAL
/92	61000		CASH	82	82

O D U C T RRAND	DESCRIPTION	CODE PACK	NUMBER OF PACKAGES	A M O U N T GLS. / POUNDS	PRODUCT PRICE	T O T A L
2196	HAVOLINE FORMULA 3 20W50	12001	10	30.00	17.35000	173.50

T O T A L 173.50

LIVERED BY : .....

PRODUCTS RECEIVED IN GOOD CONDITIONS BY : Bernstatt

EMERGENCY TELEPHONES:
FIRE DEPT 921
POLICE DEPT 915
AMBULANCE 922
COAST GUARD 774-3497

PAYMENT RECEIVED BY : .....

(TE

INC

V : .....

CHECK : 173.50

OTHER : .....

M P A R T M E N
2 3 5 6 7 8

R900045

TUT 003 2267

TEXACO

CARIBBEAN INC

I V O I

B2111396

Express
SC CAC

BOX 140
SAINT THOMAS, V.I.

PROCESSED

DATE	CUSTOMER CODE	ORDER NO.	TERMS	P.O.	TERMINAL
/92	61000		CASH	N/	82

PRODUCT GRADE	DESCRIPTION	CODE PACK	NUMBER OF PACKAGES	AMOUNT GLS. / POUNDS	PRODUCT PRICE	TOTAL
2196	HAVOLINE FORMULA 3 20W50	12001	10	30.00	17.35000	175.50
1954	HAV AFT MERCON/DEXRON II	12001	10	30.00	17.50000	175.00

TOTAL 348.50

RED BY :

PRODUCTS RECEIVED IN GOOD CONDITIONS BY :

EMERGENCY TELEPHONES:
FIRE DEPT 921
POLICE DEPT 915
AMBULANCE 922
US COAST GUARD 774-3497

RECEIVED BY

CASH : .....

CHECK : 348.50

OTHER : .....

CARIBBEAN INC.

COMPARTMENTS

1	2	3	4	5	6	7	8

Official Sponsor 1992
Olympic Summer Games
Barcelona '92

R 000048

TUT 003 2268

TEXACO

[illegible]

I N V O I C E

SC CASH SALES
THOMAS W I

SIS	SHIPMENT CODE	PO #	ITEM#
5/92	61000		CASH

QUANTITY	BRAND	DESCRIPTION	CODE	NUMBER IN PACKAGES	PRICE PER PACKAGE / PRICE	PRICE	AMOUNT
2176		HP/GLINE FORMULA S 20W50	12001	10	59.00	17.3500	173.50

TOTAL 173.50

[illegible]

EMERGENCY TELEPHONES:
FIRE DEPT
POLICE DEPT
AMBULANCE

[illegible]

CASH :

CHECK : 173.50

[illegible]

DEPARTMENTS

Official Sponsor 1992
Olympic Summer Games

R 900047

TUT 003 2269

TEXACO

TACO CARIBBEAN INC.

I N V O I C E

SC CASH SALES
POMPS G I

CUSTOMER CODE | DRIVER NO. | TERMS | CHARGE TO | PERMANENT

61000 | CASH | 02

QUAN SHIPPED	DESCRIPTION	UNIT PRICE	EXTENSION
2196	GASOLINE FORMULA 3 89+50	1.79	39.00	175.50

TOTAL 173.50

RECEIVED BY

EMERGENCY TELEPHONE NOS.
FIRE DEPT 92
POLICE DEPT 9
AMBULANCE 22
COAST GUARD 22

173.50

CUSTOMER COPY

ORIGINAL

R 700048

TUT 003 2270

TEXACO

ACO CARIBBEAN INC.

V O I C E

NUMBER = 82110072

AMSAY MOTORS INC;

C CASH SALES
MAS V I

TEXACO CAR CENTER INC.
BOX 1740
SAINT THOMAS, V I
TELEPHONE 774-4 [illegible]

PROCESSED : 5/15/92 6:14:55

E	CUSTOMER CODE	ORDER NO.	TERMS	DIST	TERMINAL
92	61000		CASH	82	82

Q	U	C	T	BRAND	DESCRIPTION	CODE PACK	NUMBER OF PACKAGES	AMOUNT GAL. / POUNDS	PRICE	TOTAL
				7196	HAVOLINE FORMULA 3 20W50	12001	10	50.00	17.3500	173.50

TOTAL 173.50

VERED BY :

.....

ENT RECEIVED BY :

.....
XACO CARIBBEAN INC. I

GOODS RECEIVED IN GOOD CONDITIONS BY :

.....

EMERGENCY TELEPHONES:
FIRE DEPT 922
POLICE DEPT 915
AMBULANCE 922
US COAST GUARD 774-5477

CASH : .....

CHECK : 173.50

OTHER : .....

C O M P A R T M E N T S

EXACO
OVER

Official Sponsor 1992
Olympic Summer Games

R 900040

TUT 003 2271

#1 AUTOMOTIVE, INC.

P.O. BOX 5230
ST. THOMAS, U.S. VIRGIN ISLANDS 00803-5230
(809) 776-0382 FAX: (809) 775-5566

INVOICE

DATE

ACCOUNT # 52725

SHIP TO:

BILL TO: RAMSAY MOTORS, INC.

ANNAS RETREAT #405
ST. THOMAS, , VI 00801

CHECK NO. _____

P.O. NUMBER	P.O. DATE	SHIP VIA	SHIPPING DATE	TERMS	SALESMAN #	COUNTERMAN #

SEQ. #	ORDERED	SHIPPED	B.O.	LINE	PART NUMBER	DESCRIPTION	LIST	PRICE	EXTENSION
SEE OUR GREAT WEEKLY SPECIALS									
1	120	120	0	OIV	586	SAE 20W50	2.79	1.35	162.00

No merchandise returns will be accepted without a copy of this invoice. No returns on special orders or electrical parts.
The seller hereby expressly disclaims all warranties, either expressed or implied, warranty of merchantability or fitness for a particular purpose. The seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this merchandise. A 1½% SERVICE CHARGE WILL BE ASSESSED ON ALL PAST DUE BALANCES.

PIECES

20

TOTAL	162.00
TAX	.00
AMNT TO PAY	162.00

ABOVE ITEMS HAVE BEEN CHECKED & RECEIVED AS BILLED UNLESS OTHERWISE NOTED.

Rec'd By (Full Name)

R 000059

INVOICE

NO.

DATE 12/ '89

YOUR ORDER NO. Mrs Ferra

OUR ORDER NO.

TO:
RAMSAY MOTOS
St. Thomas

ph. 775-4900

SHIP TO:
~~[illegible]~~
LORIX

	TERMS	DATE SHIPPED	SHIPPED VIA	SALESMAN
X	30 days			Roberto

ORDERED	SHIPPED	DESCRIPTION	PRICE	PER	AMOUNT
60	60	Brake cleaner	2.95	1C	177.00
36	36	Carburetor	1.70	1C	61.00
36	36	[illegible]	[illegible]	1C	63.00
12	12	[illegible]	[illegible]	C	16.20
[illegible]	12	[illegible]	[illegible]	C	18.00
140	140	[illegible] -30;30 o/c)	20.15	C	21.00
50	50	1157 [illegible]	0.25	C	12.5
50	50	1073=1156	0.25	C	12.5
30	30	211-[illegible]	0.[illegible]	C	7.5
20	20	[illegible]	[illegible]	C	5.00
100	100	[illegible] SHORT	[illegible]	1	36.00
					$ 420.7
					36.00
			TOTAL		393.70

(3 CHS)

R 000051

FORM 3011

LITHO IN U.S.A.

TUT 003 2273

TUT 003 2274

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME
ADDRESS
PH. NO. | DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
3.5	gas		5.00

TAX
TOTAL 5.00

RECEIVED BY

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

Pc = 1003

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME
ADDRESS
PH. NO. | DATE 1-3-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
	gas		5 00

Zebedee Phillips

TAX
TOTAL 5 00

RECEIVED BY

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

R 000052

TUT 003 2275

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsey Motors #1527
ADDRESS
Car Lease PH. NO. DATE 1/6/92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
GC			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
31	Gas		5.00
		TAX	
		TOTAL	5.00

RECEIVED BY Ramsey Stott

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

)

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910 1527

NAME Ramsey Motors
ADDRESS
Car Lease PH. NO. DATE 1-22-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD	LAYAWAY
?			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.6	Gas		5.00
		TAX	
		TOTAL	5.00

RECEIVED BY Ramsey Stott

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

)

000053

TU TU TEXACO SERVICE STATION INC.

Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME

ADDRESS

PH. NO. DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
1						

QTY.	DESCRIPTION	PRICE	AMOUNT
5			
	FC · 01012		
		TAX	
		TOTAL	

RECEIVED BY

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.

Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME

ADDRESS

PH. NO. DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE. RETD	LAYAWAY
			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
7.5			
		TAX	
		TOTAL	

RECEIVED BY

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

00054

TUT 003 2276

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors
ADDRESS
PH. NO. 774-0036 DATE 2-4-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
K.A.			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT	
3	92			
		TAX		
RECEIVED BY		TOTAL	5.	00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

$60005

NAME Ramsay Motors
ADDRESS
PH. NO. DATE 2-6-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
K			—			

QTY.	DESCRIPTION	PRICE	AMOUNT	
	965	5	00	
		TAX		
RECEIVED BY		TOTAL	5.	00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

2727 300 TUT

TUT 003 2278

TU TU TEXACO SERVICE STATION INC.

Estate Annas Retreat #1
St. Thomas, US. VI. 00802 # 01043
775-2910

NAME Ramsay Motors
ADDRESS
Containers PH. NO. DATE 2-1-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
5	gas	#	7. 46
		TAX	
RECEIVED BY		TOTAL #	7. 46

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

TU TU TEXACO SERVICE STATION INC.

Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors Inc.
ADDRESS #1063
Containers PH. NO. DATE 2/13/92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD	LAYAWAY
Q.E			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.5	Gas		5. 00
		TAX	
RECEIVED BY		TOTAL	5. 00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

8000058

TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Bernard Motors
ADDRESS
Contract | PH. NO. | DATE 2-14-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
3.3	gas		5.00
	TAX		
	TOTAL		5.00

RECEIVED BY

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME
ADDRESS
PH. NO. | DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			X			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.3	gas		
	TAX		
	TOTAL		5 00

RECEIVED BY

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

R 00057

6779 800 TLT

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME
ADDRESS
PH. NO. DATE 2-25-91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
3.3			5. 28
	# DIESEL		

TAX
RECEIVED BY
TOTAL 5. 28

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME
ADDRESS
PH. NO. #1095 DATE 2/27/92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			X			

QTY.	DESCRIPTION	PRICE	AMOUNT
52	905		41.81

TAX
RECEIVED BY
TOTAL 41.81

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

000058

TUT 003 2280

TUT 003 2291

R 000059

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

TEXACO

NAME
ADDRESS
PH. NO.
DATE 7-27-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
5 1			8. 60
		TAX	
RECEIVED BY		TOTAL	8. 60

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

TEXACO

NAME
ADDRESS
PH. NO.
DATE 3-12-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
5 7			4. 55
		TAX	
RECEIVED BY		TOTAL	4. 55

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TUT 003 2282

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

TEXACO

01144

NAME Ramsay Motors
ADDRESS
PH. NO. DATE 3-18-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
MC			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
6.7	gas	$	10 00

TAX
RECEIVED BY M. Petty TOTAL $ 10.00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

TEXACO

NAME Ramsay Motors INC.
ADDRESS #1153
PH. NO. Contract DATE 3/23/92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE. RETD
MC			✓		

QTY.	DESCRIPTION	PRICE	AMOUNT
5.7	gas		8 52

TAX
RECEIVED BY TOTAL $ 8.52

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

000080

TU TU TEXACO SERVICE STATION INC.

Estate Annas Retreat #1 # 01157
St. Thomas, US. VI. 00802
775-2910

NAME Ramon Matos
ADDRESS
Contractor | PH. NO. | DATE 3-26-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD	LAYAWAY
			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
3 3	gas		5.00

TAX
RECEIVED BY Dwayne Stutt
TOTAL 5.00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.

Estate Annas Retreat #1 # 01163
St. Thomas, US. VI. 00802
775-2910

NAME Ramon Matos
ADDRESS
Contractor | PH. NO. | DATE 3-26-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			X			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.3	gas		5.00

TAX
RECEIVED BY Dwayne Stutt
TOTAL $ 5.00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

R 00061

TUT 003 2283

TUT 003 2284

R 000062

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors INC.
ADDRESS 1171
Rem. PH. NO. Container DATE 3/31/92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
Gil			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.3	Gas		5 01

TAX
RECEIVED BY Ramsay Staff TOTAL $5 00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME [illegible]
ADDRESS P.O. Box 1366
Container PH. NO. DATE 3-6-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
[illegible]			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
5.1	[illegible]		[illegible]

TAX
RECEIVED BY [illegible] Staff TOTAL [illegible]

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsey Motors
ADDRESS P.O. Box 01300
Con-2.Rep PH. NO. DATE 7-8-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE. RETD.	LAYAWAY
2			—			

QTY.	DESCRIPTION	PRICE	AMOUNT	
5.4	Con-2		8	00
		TAX		
RECEIVED BY		TOTAL	8.	00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

R 000063

TUT 003 2285

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors INC.
ADDRESS #1371
Rem. PH. NO. DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
gc			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT	
3$	Gas		5.	00
5.	Con Tainer		8	00
		TAX		
RECEIVED BY		TOTAL	$ 13.	00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME

ADDRESS

PH. NO. DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT

TAX

RECEIVED BY TOTAL

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME

ADDRESS

Container PH. NO. DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT

TAX

RECEIVED BY TOTAL

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

R 000064

TUT 003 2286

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motor, INC.
ADDRESS C-H HD 9
Container PH. NO. 774- DATE 7/29/92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
Q.E			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
5.7	Gas		$ 8.67
	TAX		
	TOTAL		$ 8.67

RECEIVED BY

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motor
ADDRESS
Container PH. NO. DATE 7.2.92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD	LAYAWAY
D			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.3	94 :		$ 5.03
	PC		
	01472		
	TAX		
	TOTAL		$ 5.03

RECEIVED BY

No.

ALL CLAIMS AND RETURNE
MUST BE ACCOMPANIED BY

DS
LL

R 000065

2287 300 TUT

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsey motors
ADDRESS
Contrimen PH. NO. DATE 9-9-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
5x3	CY25		8 00
	P.O. 060461		
		TAX	
		TOTAL	8.00

RECEIVED BY

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

No.

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay
ADDRESS
Cas Pan PH. NO. DATE 9-11-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD	LAYAWAY
D.			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
5.3			8 00
	P.O. 6053		
		TAX	
		TOTAL	8.00

RECEIVED BY

ALL CLAIMS AND RETURN... MUST BE ACCOMPANIED BY ...ODS ...ILL

No.

R 000066

TUT 003 2288

TUT 003 2289

R 000067

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Miles
ADDRESS 34 291
PH. NO.
DATE 01/17/92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE. RETD.	LAYAWAY
[illegible]			—			

QTY.	DESCRIPTION	PRICE	AMOUNT	
3.3	Gas	[illegible]	5.	00
	No. 06061			
	TAX			
	TOTAL		5	00

RECEIVED BY [illegible]

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

No

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME [illegible]
ADDRESS Ramsay Miles
PH. NO.
DATE 5/28/92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE. RETD.	LAYAWAY
[illegible]	[illegible]		—			

QTY.	DESCRIPTION	PRICE	AMOUNT	
3.3	Gas	[illegible]	5.	00
	No 06061			
	TAX			
	TOTAL		5.	00

RECEIVED BY [illegible]

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY TH[illegible]L.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME L. Ramsay Motors
ADDRESS
PH. NO. 774-1328 DATE 8/25/93

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RET'D	LAYAWAY
			X			

QTY.	DESCRIPTION	PRICE	AMOUNT
5.1	gas	$5	
	TAX		
	TOTAL	$5	

RECEIVED BY Deborah Stutt

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

No.

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors
ADDRESS
Pan
PH. NO.
DATE 8-25-93

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RET'D	LAYAWAY
			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.1	gas		$5.00
	TAX		
	TOTAL	$5	00

RECEIVED BY Patrick Howell

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

No.

R000068

0622 803 TLT

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motor
ADDRESS
DAN PH. NO. DATE 6-3-92

SOLD BY	CASH	C.O.D	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
	Oil		8 00
	P.O.# C 1311		
	TAX		
	TOTAL		8 00

RECEIVED BY Deanna Stoutt

ALL CLAIMS AND RETURNED GOODS

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors
ADDRESS
Commercial PH. NO. DATE 5-10-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
L			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.3	Oils		5. 00
	P.O. 01432		
	TAX		
	TOTAL		5. 00

RECEIVED BY

No. 69000

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED THIS BILL.

T232 809 TUT 003

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors Inc
ADDRESS
PH. NO. DATE 10-24-98

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT	
3½	Dsl	$	5	3
	Gas Shop Use		1	
	P.O. 06134			
	TAX			
	TOTAL		6	3

RECEIVED BY
No. 10048
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME
ADDRESS
PH. NO. DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD.	LAYAWAY
			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
	TAX		
	TOTAL		

RECEIVED BY
No.
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY TH

Thank Yo

R 000270

TUT 003 2292

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME
ADDRESS
PH. NO. DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD.	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
	TAX		
RECEIVED BY	TOTAL		

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Bayway Marine
ADDRESS
PH. NO. DATE 10-15-93

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
53	Gasoline		$ 8. 00
	For Ship		
	P.O. # 106113		
		TAX	
RECEIVED BY		TOTAL	$ 8. 00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

T2000 ✓

3622 300 TUT

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsey Maher
ADDRESS
PH. NO. DATE 10-9-97

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD	LAYAWAY
			/			

QTY.	DESCRIPTION	PRICE	AMOUNT
4.6	6 AS		17 00
	TK 06096		
	TAX		
	TOTAL		17. 00

RECEIVED BY

No.

ALL CLAIMS AND R' MUST BE ACCOMPAN ED GOODS THIS BILL.

27000?

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsey Maher
ADDRESS
PH. NO. DATE 10-14-97

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE. RETD	LAYAWAY
			/			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.3	6 AS		5 00
	Wash Pants		
	TK 06107		
	TK 06102		
	TAX		
	TOTAL		5. 00

RECEIVED BY Patrick Howe

No.

ALL CLAIMS AND MUST BE ACCOMPA ED GOODS Y THIS BILL.

TLL 830 2294

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motor
ADDRESS NF 06179
PH. NO. DATE 11-2-92
Service Shop

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
5	AC		2 00
		TAX	
	RECEIVED BY	TOTAL	$ 2 00

No. 10138

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motor
ADDRESS
Pam PH. NO. DATE 11-11-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.2	Gas		$ 5.00
	Wash Parts		
	No. 06162		
		TAX	
	RECEIVED BY	TOTAL	$ 5 00

No. 10274

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

TLL 003 800 2295

TLT 003 2296

TU TU TEXACO SERVICE STATION INC.

Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Monitor
ADDRESS
Pam | PH. NO. | DATE 11-15-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
5.1	Gas		8 9 00
	For Ship		
	No		
	06173		
		TAX	
	RECEIVED BY	TOTAL	8 9 00

No. 10399

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.

Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motor No 06173
ADDRESS
Cristiano | PH. NO. | DATE 11-24-92

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
B			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
32	Motor		5 16
		TAX	
	RECEIVED BY	TOTAL	5 16

No. 10516

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

4000074

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME RAMSAY MOTORS
ADDRESS
CONTAINER | PH. NO. | DATE 7-24-91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
WS.			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.2	GAS.	$	5. 00
		TAX	
	RECEIVED BY	TOTAL $	5. 00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME RAMSAY MOTORS
ADDRESS
CONTAINER | PH. NO. | DATE 7-11-91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD.	LAYAWAY
WS.			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
5.2	GASOLINE	17.	35
		TAX	
	RECEIVED BY	TOTAL	17. 35

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

R 000075

TUT 003 2297 JUL

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors INC.
ADDRESS Container #1187
PH. NO. Ray. DATE 6-24-91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD.	LAYAWAY
Ric			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.2	Gas		5.00

James Ramsay

TAX
RECEIVED BY TOTAL $5.00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsey motors
ADDRESS
Container PH. NO. DATE 7-26-91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
✓			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
3.1	GAS		5.00

1233

TAX
RECEIVED BY TOTAL 5.00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

000076

TLT 003 8622 2268

TU TU TEXACO SERVICE STATION INC.

Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME						
ADDRESS						
		PH. NO.		DATE	4/	
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
		TAX	
RECEIVED BY		TOTAL	

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

775-2910

NAME	RAMSAY MOTORS					
ADDRESS						
CONTAINER		PH. NO.		DATE	6-28-91	
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
295.			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
32	@ Gasoline	$5.	00

P.U. 1/3

4622 800 TUT

K 000072

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors
ADDRESS
PH. NO. DATE 4/30/91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE. RETD	LAYAWAY
[illegible]			[illegible]			

QTY.	DESCRIPTION	PRICE	AMOUNT
5.6	Gas	$	9.57
	#10 #1078		
	Markwell		
	TAX		
	TOTAL	$	9.57

RECEIVED BY

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors
ADDRESS
PH. NO. DATE 4/18/91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE. RETD	LAYAWAY
[illegible]			[illegible]			

QTY.	DESCRIPTION	PRICE	AMOUNT
5.6	[illegible]	$	9.33
	#10 1054		
	Markwell		
	TAX		
	TOTAL	$	9.33

RECEIVED BY

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

000078

TLT 003 200

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors
ADDRESS
Car PH. NO. DATE 5/11/94

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
5.5	Gas		8.33
	Car		
	PO#5817		

TAX
RECEIVED BY TOTAL 8.33

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors
ADDRESS
Car PH. NO. DATE 5/11/94

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			Car			

QTY.	DESCRIPTION	PRICE	AMOUNT
5.5	Gas		8.80
	Car		
	PO#5817		

TAX
RECEIVED BY TOTAL 8.80

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TOTAL P.02

TU TU TEXACO SERVICE STATION INC.

TEXACO

Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

2155

NAME Primary Motor

ADDRESS

Reg | PH. NO. 1-16712 | DATE 2-7-91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
[illegible]			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
5.4	gas	#	8.20
		TAX	
RECEIVED BY [illegible]		TOTAL	8.00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

TU TU TEXACO SERVICE STATION INC.

TEXACO

Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME

ADDRESS

	PH. NO.	DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
L~			L~			

QTY.	DESCRIPTION	PRICE	AMOUNT
		TAX	
RECEIVED BY		TOTAL	

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

R 000080

THT 003 2302

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

TEXACO

NAME

ADDRESS

PH. NO. | DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	LAYAWAY
			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT	

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Romney Motors
ADDRESS
PH. NO. DATE 2/19/91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE. RETD	LAYAWAY
—			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
	Bo Lens 1 Lug	$ 3.50	
	Plugs	$ 3.75	
	PO# 2171		
		$ 7.25	
		TAX	
		TOTAL	

RECEIVED BY

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Romney Motors
ADDRESS
DO-5773 PH. NO. DATE 2/19/91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
✓			—			

QTY.	DESCRIPTION	PRICE	AMOUNT
7.9	Gas	$	12.50
	PO# 5773		
		TAX	
		TOTAL	$ 12.50

RECEIVED BY Marshall

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You

28000 Y

TUT 003 2304

TU TU TEXACO SERVICE STATION INC.

Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME

ADDRESS

PH. NO. | DATE

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
		TAX	
RECEIVED BY		TOTAL	

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You.

TU TU TEXACO SERVICE STATION INC.

Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsay Motors

ADDRESS

Gallon Can

PH. NO. | DATE 2/25/91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
5.6	gas Car	$	9 .02
	P.O.# 5802		
		TAX	
RECEIVED BY		TOTAL $	9 .02

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

Thank You.

R 100083

THU 002 200 1171 5032 2305

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsey motors
ADDRESS
Container PH. NO. DATE 8-7-91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
~						

QTY.	DESCRIPTION	PRICE	AMOUNT	
5.1	Gas		8.	00
		TAX		
RECEIVED BY M Petty		TOTAL	8.	00

No.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

R 00084

TU TU TEXACO SERVICE STATION INC.
Estate Annas Retreat #1
St. Thomas, US. VI. 00802
775-2910

NAME Ramsey Motors
ADDRESS
Container PH. NO. DATE 5/27/91

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	LAYAWAY
~			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT	
5.5	Gas		8.	77
		TAX		
RECEIVED BY M Petty		TOTAL	8.	77

No. 10

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00801
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
01361		7/6/92

NAME Ramsay's Motors

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT
[illegible]						

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Silicone		$2.75
		TAX	
RECEIVED BY		TOTAL	$2.75

All claims and returned goods MUST be accompanied by this bill.

56605

Thank You

R 000085

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S. V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
PO1114		7-5-92

NAME Ramsay Motors Inc

ADDRESS

SOLD BY | CASH | C.O.D. | CHARGE | ON ACCT. | RETURNED | PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
1	oil Filter 12	10.00	10.80
1	Gasket		3.25
2	Shocks 74730/10	2.00	91.80
4	5648 B Cleaner		12.00
4	5648 B. cleaner		15.60
			133.45
		TAX	
		TOTAL	133.45

RECEIVED BY M Pettis

All claims and returned goods MUST be accompanied by this bill.

Thank You

20056

R 000086

TUT 003 2308

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
01152		3/24/92

NAME Ramsay's Motors

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET.
BB					

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Roll Acid Core		$ 5. 00

100

1271

All claims and returned goods MUST be accompanied by this bill.

Thank You

R 000087

TUT 003 2309

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S. V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
01190		4/7/92

NAME Ramsay's Motors

ADDRESS

SOLD BY | CASH | C.O.D. | CHARGE | ON ACCT. | MDSE. RET'D | PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
1	CS. gear oil #3042		$26 06
		TAX	
		TOTAL	$26 06

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

21437

R 000088

TUT 003 2310

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S. V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
		10-1-10

NAME

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT
			X			

QTY.	DESCRIPTION	PRICE	AMOUNT
		TAX	
RECEIVED BY		TOTAL	

All claims and returned goods
MUST be accompanied by this bill.

22083

R 900089

TUT 003 2311

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S. V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
06116		10-19-9[illegible]

NAME Ramsay Auto. Part

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT
T. G.			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
4	Grease for Gun	2.75	$11 00
	# 3062-B524		
		TAX	
RECEIVED BY		TOTAL	$11 [illegible]

All claims and returned goods MUST be accompanied by this bill.

28712

R 000090

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST THOMAS, U.S. V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
6172		

NAME
ADDRESS Kinsey Motors Inc

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT	
AP			✓				

QTY.	DESCRIPTION	PRICE	AMOUNT
3	Belt (oil pump)	20.00	60.00
		TAX	
RECEIVED BY		TOTAL	60.00

All claims and returned goods MUST be accompanied by this bill. Thank

24176

R 000091

TUT 003 2313

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
06521		9/10/92

NAME Ramsay Motors

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT
			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
3	Band Aid Duo	20.00	60 00
		TAX	
RECEIVED BY		TOTAL	60 00

1563

All claims and returned goods MUST be accompanied by this bill.

Thank You

R 000092

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
1542		4/13/91

NAME Ramsays Motors

ADDRESS

SOLD BY | CASH | C.O.D. | CHARGE | ON ACCT.

QTY.	DESCRIPTION	PRICE	AMOUNT
2	Bag Speed Dry		$ 40.00
		TAX	
		TOTAL	$ 40.00

RECEIVED BY

1087

All claims and returned goods MUST be accompanied by this bill.

Thank You

R 000093

TUT 003 2315

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
1550		1/17/92

NAME Ramey Motors

ADDRESS

SOLD BY | CASH | CHARGE | ON ACCT.

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Coil Wire	5.	5.00
		TAX	
RECEIVED BY		TOTAL	5.00

All claims and returned goods MUST be accompanied by this bill.

Thank You

2021

R 000094

TUT 003 2316

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S. V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO. 1021 | PHONE | DATE 12-22-98

NAME Randy Mason Car

ADDRESS

SOLD BY | CASH | C.O.D. | CHARGE | ON ACCT. | MDSE. RET'D. | PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
1	1089C 12oz Cleaner		10.00
		TAX	
		TOTAL	$ 10.00

RECEIVED BY Devon Stout

All claims and returned goods MUST be accompanied by this bill.

Thank You

20001

R000095

TUT 003 2317

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
2102		1/8/91

NAME RAMSAY MOTORS

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT	
			✓				

QTY.	DESCRIPTION	PRICE	AMOUNT
4	Bags Dry	2000	80 00
		TAX	
RECEIVED BY		TOTAL	80 00

15991

All claims and returned goods MUST be accompanied by this bill.

Thank You

R 000096

TUT 003 2318

RODRIGUEZ AUTO PARTS, INC.

P.O Box 2576
ST. THOMAS, U.S.V.I 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
4137		3/21/91

NAME
ADDRESS RAINEY MOTORS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT
			✓			

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Cap Hub Cover		
	# 3445-535		49 71
	Cat @ # 3007		
		TAX	
RECEIVED BY		TOTAL	49 71

10741

All claims and returned goods MUST be accompanied by this bill.

Thank You

R 000097

TUT 003 2319

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
4139		3/21/91

NAME
ADDRESS RAMSAY MOTORS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT	

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Cond. Hand Clean		
	# 3441-535		49 71
	Code # 3507		
		TAX	
RECEIVED BY		TOTAL	49 71

10741

All claims and returned goods MUST be accompanied by this bill.

Thank You

R 000097

TUT 003 2320

RODRIGUEZ AUTO PARTS, INC.

P.O Box 2576
ST THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
1163		6/7/91

NAME

ADDRESS Ramsey Motors

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT	
MR			✓				

QTY.	DESCRIPTION	PRICE	AMOUNT
1	185-70SR14		48 00
	BFG		
	9 (3153)		
2	Oil Refill (Bag)		40 00
	1250 48.00 sale		
	40		
	805		
		TAX	
RECEIVED BY		TOTAL	88 00

5352

All claims and returned goods MUST be accompanied by this bill.

Thank You

R 700098

TUT 003 2321

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST THOMAS, U.S. V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
1240		7/13/91

NAME
ADDRESS Hamsley Motors

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT	

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Calc Hood Cover #3467-535		49 71
		TAX	
		TOTAL	49 71

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

20445

R 000099

TUT 003 2322

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S. V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
		4-12-91

NAME

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT	

QTY.	DESCRIPTION	PRICE	AMOUNT
1	[illegible]	100 00	100 00
		TAX	
RECEIVED BY		TOTAL	111 00

All claims and returned goods
MUST be accompanied by this bill.

23964

Thank You

R 000100

TUT 003 2323

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S. V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
1297		6/29/91

NAME Ramsay Motors

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT
			C			

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Cable (w/ Duty		20 00
		TAX	
RECEIVED BY		TOTAL	20 00

All claims and returned goods MUST be accompanied by this bill.

Thank You

21194

R 000101

TUT 003 2324

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
1091		10/23/;

NAME Ramsay's Motors

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT	[redacted]
[illegible]			✓				

QTY.	DESCRIPTION	PRICE	AMOUNT
4	Spring # 350-7367	$ 11.	00
1	Silicone	$ 4.	30
		TAX	
		TOTAL	$ 15.	30

RECEIVED BY [illegible]

2321

All claims and returned goods MUST be accompanied by this bill.

Thank You

R 000102

TUT 003 2325

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S. V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
1367		11/14/91

NAME Ramsay's Place

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RET'D	PAID OUT	

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Ygolz Hand Cleaner	#60.41	#49.71
	2" 3M - 533		
	36cc		
	TAX		
RECEIVED BY	TOTAL	#49.	71

*All claims and returned goods MUST be accompanied by this bill.

Thank You

22832

R 000103

TUT 003 2326

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
		10/31/90

NAME RAMSAY MOTORS

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
2	Glue	2.25	4.50
		TAX	
RECEIVED BY	Edward D. Hall	TOTAL	4.50

10043

All claims and returned goods MUST be accompanied by this bill. Thank You

R 000104

TUT 003 2327

R 000105

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
1936		10/29/90

NAME RAMSAY MOTORS

ADDRESS

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Bag of Dirt		20 00
		TAX	
		TOTAL	20 00

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

09971

Thank You

TUT 003 2328

900106

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
		11/24/90

NAME RAMSAY MOTORS
ADDRESS 82 [illegible]

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Carb-Cleaner 3445-535		52 08
1	Hose 26417	15.50	13 20
		TAX	
		TOTAL	65 20

RECEIVED BY

4174

All claims and returned goods MUST be accompanied by this bill.

Thank You

TUT 003 2329

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO.	PHONE	DATE
1993		1/5/20

NAME Ramsay Motors

ADDRESS

SOLD BY | CASH | C.O.D. | CHARGE | PROCESSED | SHIPPED | VIA

QTY.	DESCRIPTION	PRICE	AMOUNT
6	Wax Cloth	2.75	16 50
		TAX	
RECEIVED BY		TOTAL	16 50

All claims and returned goods MUST be accompanied by this bill.

6779

Thank Yo

R 000107

RODRIGUEZ AUTO PARTS, INC.

P.O. Box 2576
ST. THOMAS, U.S.V.I. 00802
(809) 775-1545

CUSTOMER'S ORDER NO. | PHONE | DATE 11-13-92

NAME

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET.	PAID OUT
[redacted]						

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Case 85.140	[illegible]	[illegible]
	Gear set		
		TAX	
		TOTAL	25 00

RECEIVED BY

6746

All claims and returned goods MUST be accompanied by this bill.

Thank You

R 000108

TUT 003 2331

ROELI AUTO MOTOR
P.O. BOX 3494
BAYAMON, PUERTO RICO
00621-8041

INVOICE

NUMBER 0201

DATE March 5/91

CUSTOMER'S ORDER NO.

SOLD TO: Lawsay Wash Inc.
C/o Mrs Nancy Lawsay
Tutu St Thomas US VI
Ph- 775-4900

SHIPPED TO: Black Hawk

YOUR ORDER NO.	SALESPERSON	TERMS	F.O.B.	DATE SHIPPED	SHIPPED VIA
011	HONDA	30 dys Net	X	3/6/91	OCEAN

QTY. ORDERED	QTY. SHIPPED	STOCK NUMBER/DESCRIPTION	PRICE	PER	AMOUNT
60	60	Brake CLEANER	2.50	1	150.00
60	60	Engine Cleaner Degreaser	1.70	1	102.00
12	12	Brake Shoes Wagon 323 86,00	16.75	1	201.00
					$453.00

ENTERED
3/12/91

Total of Boxes (11)

R 900109

DUPLICATE

WilsonJones • Carbonless • MADE IN U.S.
44-432 Quadruplicate • • WilsonJones 1989

TUT 003 2332

776- 5475
722-7020

INVOICE
NUMBER
-1

DATE 1-22-10

CUSTOMER'S ORDER NO.

SOLD TO:
- Kansas [illegible]
- [illegible]
- St Thomas

2125-4101

SHIPPED TO:
- Clark Rex
-
-

OUR ORDER NO.	SALESPERSON	TERMS	F.O.B.	DATE SHIPPED	SHIPPED VIA
	R. Podird	10 days		1-22-10	Truck

QTY. ORDERED	QTY. SHIPPED	STOCK NUMBER/DESCRIPTION	PRICE	PER	AMOUNT
60		Brake Cleaner	2.95		177
72		[illegible]	4.75		342
50		Electrical [illegible]	0.45		22.5
0		[illegible]	17.50		17.50
		8708.31.50000			
		11%	2.9%		
		5.08			

R 00110

QUADRUPLICATE

WilsonJones • Carbonless • MADE IN U.S.
44 432 Quadruplicate • • WilsonJones 1989

TUT 003 2333

INVOICE

NUMBER 2811

DATE MAY-7-91

CUSTOMER'S ORDER NO. PRONE

ROELI AUTO MOTOR
P.O. BOX 9494
BAYAMON, PUERTO RICO
00621-8041

SOLD TO: RAMSAY [illegible]

SHIPPED TO: BEACH JAX

OUR ORDER NO.	SALESPERSON	TERMS	F.O.B.	DATE SHIPPED	SHIPPED VIA
00136	R. ADAMS	30 DAYS NET		May 8 1991	OCEAN

QTY. ORDERED	QTY. SHIPPED	STOCK NUMBER/DESCRIPTION	PRICE	PER	AMOUNT
120	120	BRAKE SHOES 5 [illegible]	2.95	1	354.00
60	60	[illegible] R-12 [illegible]	4.50	1	270.00
30	30	[illegible]	[illegible]		[illegible]
24	24	[illegible]	6.[illegible]		[illegible]
					$939.00

Entered
5-21-91

R-700111

QUADRUPLICATE

WilsonJones • Carbonless • MADE IN U.S.A.
44 A 15" Quadruplicate • WilsonJones 1985

TUT 003 2334

ISLAND GAS, INC.

P.O. BOX 5140 - SUB BASE 17
ST. THOMAS, U.S. VIRGIN ISLANDS
00801 - 5140
TEL. 774-8420 - FAX - 775-4480

DELIVERY SLIP-INVOICE

No. ST- 2179231

MONTH 8 DAY 15 YEAR 19 9c

CUSTOMER NUMBER

SOLD TO
1100
RAMSEY MOTORS
405 ANNA'S RETREAT TUTU
ST. THOMAS, VI 00801

DELIVERED TO

SALESMAN	DELIVERED VIA	PURCHASE ORDER NO.	ORDERED BY	CASH ☐ CREDIT ☐
	PICK UP ☐ OUR TRUCK ☐	# 01419		PAYMENT INCLUDED ✓

PAYMENT TERMS: NET 30 DAYS FROM INVOICE DATE. 10% CHARGE SERVICES ON AMOUNT DUE

$

SHIPPING NAME & HAZARD CLASS	TYPE	STND VOL	IDENT. NO.	PRODUCTS	ORDERED	SHIPPED		PENDING B/O	TOTAL VOLUME	UNIT PRICE	CHARGES
ACETYLENE - FLAMMABLE GAS	A-40		UN 1001	ACETYLENE							
ACETYLENE - FLAMMABLE GAS	A-70		UN 1001								
ACETYLENE - FLAMMABLE GAS	A-190		UN 1001								
ACETYLENE - FLAMMABLE GAS	A-250		UN 1001								
ACETYLENE - FLAMMABLE GAS	A-380		UN 1001								
OXYGEN - NON FLAMMABLE GAS	M	110	UN 1001	OXYGEN							
OXYGEN - NON FLAMMABLE GAS	H	220	UN 1072	OXYGEN							
OXYGEN - NON FLAMMABLE GAS	T	330	UN 1072	OXYGEN							
ARGON - NON FLAMMABLE GAS	T	336	UN 1006	ARGON							
NITROGEN - NON FLAMMABLE GAS		205	UN 1066	NITROGEN							
NITROGEN - NON FLAMMABLE GAS	T	300	UN 1066	NITROGEN							
CARBON DIOXIDE LIQUIFIED NON FLAMMABLE GAS	65		UN 2187	CO_2							
REFRIGERANT - NON-FLAMMABLE GAS	R-12	30 #	UN 1028	REFRIGERANT							
REFRIGERANT - NON-FLAMMABLE GAS	R-12	50 #	UN 1028	REFRIGERANT							
REFRIGERANT - NON-FLAMMABLE GAS	R-12	145 #	UN 1028	REFRIGERANT							
REFRIGERANT - NON-FLAMMABLE GAS	R-22	125 #	UN 1018	REFRIGERANT							
REFRIGERANT - NON-FLAMMABLE GAS	R-502	15 #	UN 1956	REFRIGERANT							
REFRIGERANT - NON-FLAMMABLE GAS	R-502	125 #	UN 1956	REFRIGERANT							
MISSING CAPS					99150300						
D2 L 72 Prim				60304015	2	2				13.85	27.70
Cutting Attachment Victor 0381-0418				30152065	1	1					120.00

ISLAND GAS, INC.

P.O. BOX 5140 - SUB BASE 17
ST. THOMAS, U.S. VIRGIN ISLANDS
00801 - 5140
TEL. 774-8420 - FAX - 775-4480

No. ST-2180982

MONTH 9 DAY 30 YEAR 19 9

ORDER NUMBER 1100

DELIVERED TO: Ramsey Motors / 405 Anna's Retreat / St Thomas. V.I. 00802

SALESMAN	DELIVERED VIA	PURCHASE ORDER NO.	ORDERED BY	CASH ☐ CREDIT ☒ PAYMENT INCLUDED
	PICK UP ☒ OUR TRUCK ☐	06082		

PAYMENT TERMS: NET 30 DAYS. FINANCE CHARGE OF 1½% PER MONTH (18% PER ANNUM) ON AMOUNT DUE AFTER 30 DAYS. $

SHIPPING NAME & HAZARD CLASS	TYPE	STND VOL	IDENT. NO.	PRODUCTS	PRODUCT CODE	ORDERED	SHIPPED		PENDING B/O	TOTAL VOLUME	UNIT PRICE	CHARGES
ETYLENE - FLAMMABLE GAS	A-40		UN 1001	ACETYLENE	10102501							
ETYLENE - FLAMMABLE GAS	A-70		UN 1001	ACETYLENE	10102501							
ETYLENE - FLAMMABLE GAS	A-190		UN 1001	ACETYLENE	10102400							
ETYLENE - FLAMMABLE GAS	A-250		UN 1001	ACETYLENE	10102400							
ETYLENE - FLAMMABLE GAS	A-380		UN 1001	ACETYLENE	10102200							
YGEN - NON FLAMMABLE GAS	M	110	UN 1072	OXYGEN	10201501							
YGEN - NON FLAMMABLE GAS	H	220	UN 1072	OXYGEN	10201100							
YGEN - NON FLAMMABLE GAS	T	330	UN 1072	OXYGEN	10201100							
GON - NON FLAMMABLE GAS	T	336	UN 1006	ARGON	10107400							
ROGEN - NON FLAMMABLE GAS	H	205	UN 1066	NITROGEN	10105000							
ROGEN - NON FLAMMABLE GAS	T	300	UN 1066	NITROGEN	10103100							
RBON DIOXIDE LIQUIFIED NON FLAMMABLE GAS	65		UN 2187	CO_2	10105900							
FR T - NON-FLAMMABLE GAS	R-12	30 #	UN 1028	REFRIGERANT	10401501							
FRI NT - NON-FLAMMABLE GAS	R-12	50 #	UN 1028	REFRIGERANT	10401501							
FRIGERANT - NON-FLAMMABLE GAS	R-12	145 #	UN 1028	REFRIGERANT	10401501							
FRIGERANT - NON-FLAMMABLE GAS	R-22	125 #	UN 1018	REFRIGERANT	10401501							
FRIGERANT - NON-FLAMMABLE GAS	R-502	15 #	UN 1956	REFRIGERANT	10401501							
FRIGERANT - NON-FLAMMABLE GAS	R-502	125 #	UN 1956	REFRIGERANT	10401501							
SSING CAPS					99150030							
White Fill Body Filler					60603720	23					12.75	25.5
Bondo File					60604450	83					2.25	180
Spreader Set					60602720	11			Set			2.25
												357

K 200113

CYLINDER WILL BE A MINIMUM [illegible] TOTAL 3575

DAMAGED AND DEFICIENT CYLINDER RECEIVED	DENTED	BROKEN VALVES	BURNED	OXIDISED	GREASED OR OILED	CONTAMINATED	MISSING CAPS
							4

THE DATE INDICATED ABOVE THE FOLLOWING CYLINDER WILL NOT BE COLLECTED

AMOUNT TYPE GAS

REASON:
- NO EMPTY TANK AVAILABLE AT PICKED UP POINT ☐
- TRUCK DRIVER DID NOT HAVE TIME TO COLLECT THEM ☐
- WERE NOT ACCESSIBLE TO TRUCK DRIVER OR THE TRUCK ☐

TUT 003 2336

INDUSTRIAS

ISLAND GAS, INC.

P.O. BOX 5140 SUB BASE 17
ST. THOMAS, U.S. VIRGIN ISLANDS
00801 - 5140
[illegible]-8420 - FAX - 775-4480

No. ST-2181082

MONTH 10 DAY 2 YEAR 19 92

CUSTOMER NUMBER

1100
RAMSEY MOTORS
405 ANNA'S RETREAT TUTU
ST. THOMAS, VI 00801

DELIVERED TO

SALESMAN	DELIVERED VIA	PURCHASE ORDER NO.	ORDERED BY	CASH ☐ CREDIT ☐ PAYMENT INCLUDED
	PICK UP ☐ OUR TRUCK ☐	060844		$

PAYMENT TERMS: DITO CONTRA [illegible] INVOICE DATE 1½% CHARGE PER [illegible] PAST DUE

SHIPPING NAME & HAZARD CLASS	TYPE	SIZE/VOL	IDENT. NO.	PRODUCTS	PRODUCT CODE	ORDERED	SHIPPED		PENDING B/O	TOTAL VOLUME	UNIT PRICE	CHARGES
ACETYLENE · FLAMMABLE GAS	A-40		UN 1001	ACETYLENE	10102580							
ACETYLENE · FLAMMABLE GAS	A-70		UN 1001	ACETYLENE	10102570							
ACETYLENE · FLAMMABLE GAS	A-190		UN 1001	ACETYLENE	10102400							
ACETYLENE · FLAMMABLE GAS	A-250		UN 1001	ACETYLENE	10102500							
ACETYLENE · FLAMMABLE GAS	A-380		UN 1001	ACETYLENE	10102200							
OXYGEN · NON FLAMMABLE GAS	M	110	UN 1072	OXYGEN	10101001							
OXYGEN · NON FLAMMABLE GAS	H	220	UN 1072	OXYGEN	10101100							
OXYGEN · NON FLAMMABLE GAS	T	330	UN 1072	OXYGEN	10101000							
ARGON · NON FLAMMABLE GAS	T	336	UN 1006	ARGON	10107400							
NITROGEN · NON FLAMMABLE GAS	H	205	UN 1066	NITROGEN	10103000							
NITROGEN · NON FLAMMABLE GAS	T	300	UN 1066	NITROGEN	10103100							
CARBON DIOXIDE LIQUIFIED NON FLAMMABLE GAS	65		UN 2187	CO_2	10106000							
REFRIGERANT · NON-FLAMMABLE GAS	R-12	30 #	UN 1028	REFRIGERANT	10404501							
REFRIGERANT · NON-FLAMMABLE GAS	R-12	50 #	UN 1028	REFRIGERANT	10404601							
REFRIGERANT · NON-FLAMMABLE GAS	R-12	145 #	UN 1028	REFRIGERANT	10404501							
REFRIGERANT · NON-FLAMMABLE GAS	R-22	125 #	UN 1018	REFRIGERANT	[illegible]							
REFRIGERANT · NON-FLAMMABLE GAS			UN 1956	REFRIGERANT	10405621							
REFRIGERANT · NON-FLAMMABLE GAS	R-502											
MISSING CAPS					60304090	3	3			9S	19.75	39.50
DTL 13 THINNER					60925106O	1	1			gal.		14.25
DCP 1468 CLEAR					60101030	1	1			gal.		57.50

A 000114

CYLINDER WILL PAY A MONTHLY RENTAL CHARGE

TOTAL → 227.70

DAMAGED AND DEFICIENT CYLINDER RECEIVED	DENTED	BROKEN VALVES	BURNED	OXIDISED	GREASED OR OILED	CONTAMINATED	MISSING CAPS

THE DATE INDICATED ABOVE THE FOLLOWING CYLINDER COULD NOT BE COLLECTED

☐ INDETERMINATE AMOUNT

AMOUNT TYPE GAS

REASON

- NO EMPTY TANK AVAILABLE AT PICKED UP POINT ☐
- TRUCK DRIVER DID NOT HAVE TIME TO COLLECT THEM ☐
- WERE NOT ACCESSIBLE TO TRUCK DRIVER OR THE TRUCK ☐
- OTHER REASONS _____ ☐

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE [illegible]

TUT 003 2337

SERVISTAR.

ANTILLES OVERSEAS, INC.

HOUSE & HOME
WHEATLEY II SHOPPING CENTER
ST. THOMAS, V.I. 00802
(809) 775-4635

THANKS FOR SHOPPING HOUSE & HOME
WE APPRECIATE YOUR SUPPORT

SERVISTAR.

000211 RAMSAY MOTORS
405 ANNAS RETREAT

DOCUMENT NO. 030448
DATE: 11/11/92 15:49

LINE	ITEM NO.	QTY.	DESCRIPTION	EACH PRICE	MESSAGE	EXTENSION	TRANSACTION SUMMAR
L			ST. THOMAS,	VI 00802		net 10th	
						2.09	SUBTOTAL
	1 00123024	1	BRUSH, BLACK BRISTLE	2.09			
	2 00133745	2	GLOSS WHITE 1/2PT ANTI-RU	3.99		7.98	DISCOUNT
							CHARGE DUE

THANKS FOR SHOPPING HOUSE & HOME
WE APPRECIATE YOUR SUPPORT

RECEIVED IN GOOD CONDITION BY.

R 000115

TUT 003 2338

VENTO DISTRIBUTORS CORPORATION

CALLE F NO. 40, AMELIA INDUSTRIAL PARK, GUAYNABO, P.R. 00965
PO BOX 363051 SAN JUAN PR 00936-3051
TEL. 783-1074 — FAX (809) 792-0774

SPARK PLUGS

WOKING

SOLD TO

RAMSAY MOTORS INC.
405 ANNAS RETREAT
ST THOMAS
VIRGIN ISLAND

RAMSAY MOTORS INC.
405 ANNAS RETREAT
ST THOMAS
VIRGIN ISLAND
Black Hawk

MKT NO	INVOICE NO	PAGE NO				
06	92277	1		6156	06/26/92	30 DAYS NET

STOCK NO	QTY SHIPPED	DESCRIPTION	UNIT PRICE	AMOUNT
4>04	20	BOMBILLAS HALOGENO	8.30	166.00
MKD120	5	PAD MET FORD	10.95	54.75
MKD257	5	PAD MET TEMPO	11.25	56.25
R12	5	GAS FREON 12 oz. IGLOO	44.00	220.00
12502	2	LIQ.FRENO CASTROL 12/12oz	18.95	37.90
50A	5	SILOO-BRAKE CLEANER 19 oz	20.50	102.50
	42	TOTAL UNITS		

9

R 900116

D IN GOOD CONDITIONS BY:

AUTHORIZED SIGNATURE

DATE MO. DAY YR.

PLEASE PAY THIS AMOUNT 637.40

Thank You! Your Patronage is Appreciated.

FOLD

TUT 003 2339

VENTO DISTRIBUTORS CORP.

Ave. De Diego 321, Puerto Nuevo, P.R.
783-1074

NGK Spark Plugs | Veedol Lubricants | KOBE Battery

Fecha 1/3 1992

Ramsey Motors
St. Thomas: Black Hawk
Lady Ramney

CUST. NO. 6156

CCION

CANTIDAD PEDIDO	CANTIDAD ENTREGADO	PIEZA NUMERO	DESCRIPCION	PRECIO	IMPORTE
5		50A	brake cleaner. 10 oz spray can	19.95	
24		C33	coolant. ✓	3.—	
3		10160BP	guemercall 2002 ✓	47.50	
5		R12	freon. ✓	38.00	
5		MKD 120	disc. brake. ✓	11.60	
1		40011	WD40 gal. ✓	18.95	
5		135 EA.	undercoating ✓	18.95	
				R 900117	

TUT 003 2340

-Carbonless-

VENTO DISTRIBUTORS CORPORATION

CALLE F NO. 40, AMELIA INDUSTRIAL PARK, GUAYNABO, P.R. 00965
PO BOX 363051 SAN JUAN PR 00936-3051
TEL. 783-1074 — FAX (809) 792-0774

SPARK PLUGS

WOKING

RAMSAY MOTORS INC. 405 ANNAS RETREAT ST THOMAS VIRGIN ISLAND	RAMSAY MOTORS INC. 405 ANNAS RETREAT ST THOMAS VIRGIN ISLAND Black Hawk

WE					
WE	105067	1	6156	12/29/92	30 DAYS NET

18	20	ABRAZADERAS DE MANGAS	.23	4.60
T10	20	ABRAZADERAS DE MANGAS	.23	4.60
10164BP	1.	ARMORALL 20 oz. 12/1	47.50	47.50
50A	1	SILOO-BRAKE CLEANER 19 oz	23.00	23.00
40011	2	WD-40 RENETRANTE 9 oz.	18.95	37.90
	44	TOTAL UNITS		

ESTAREMOS CERRADO
DIC. 31 Y 2 ENERO
****
(PROSPERO 1993)

1 Box A/P (1)
wt 45
M/C 14x18x12

EIVED IN GOOD CONDITIONS BY:

AUTHORIZED SIGNATURE

DATE 12-29 (MO / DAY / YR.)

PLEASE PAY THIS AMOUNT ➡ 111.60

Thank You! Your Patronage is Appreciated.

R 900118

TUT 003 2341

VENTO DISTRIBUTORS CORP.

Calle F No. 40, Amelia Industrial Park (Sector Buchanan)
Guaynabo P.R. 00965 • Tel.(809) 783-1074 • Fax: (809) 792-0774

eedol LUBRICANTES

WOKING

Fecha 10/23 19

Ramsay motors

CUST. NO. 6156

Att: Cliff

Goop 64	Handcleaner 6/1	28.00	28.00
50A	Brakecleaner 12/1	20.50	82.00
C33	Coolant 33%	3.00	54.00
R12	FREON 12/1	66.00	330.00
40011	WD-40 900 12/1	18.95	75.80
10YDS	ELEC. TAPE	.30	3.00

$ 572.80

Hereby I send you your pro-forma invoice. PRICES are quoted F.O.B. San Juan, P.R
I will be visiting your shop next week thursday morning, I will be in St Thomas the 27th of october.

Regards.

Ruben Cohen

R 900119

TUT 003 2342

CARIBBEAN HYDRO-TECH, INC.
P.O. BOX 2070 · KINGSHILL · ST. CROIX · U.S.V.I. 00851-2070
(809) 778-6551 · FAX 778-5375

April 15, 1993,

Attorney Jack Dema Esq.
1236 Strand Street
Christiansted, St. Croix
U.S. Virgin Islands

Re: Four Winds Test Well Logs

Dear Attorney Dema,

Enclosed you will find copies of a description of a shallow PVC sump ("WO Well") installed and well logs for test holes drilled on Four Winds Plaza Partnership Property (Four Winds Shopping Center) by Caribbean Hydro-Tech, INC. (CHT) during 1992.

WO Well was installed in the alley on the north side of the Splash and Dash Car Wash. MW 1-4 are shallow wells drilled to less than 30 feet around the northern, western and southern perimeter of the Tutu Esso Service Station. Deep Test Well #2 is located east of V.I Furniture. Deep Test Well #1 is located south of the Splash and Dash Car Wash near the sidewalk.

Please contact me with any questions or comments.

Sincerely,

Bruce K. Green
Vice President

CARIBBEAN HYDRO-TECH, INC.

P.O. BOX 2070 · KINGSHILL · ST. CROIX · U.S.V.I. 00851-2070
(809) 778-6551 · FAX 778-5375

Rich Smith
Law Offices of John K. Dema, P.C.
4A-43 Strand Street
Christiansted, St. Croix USVI 00820

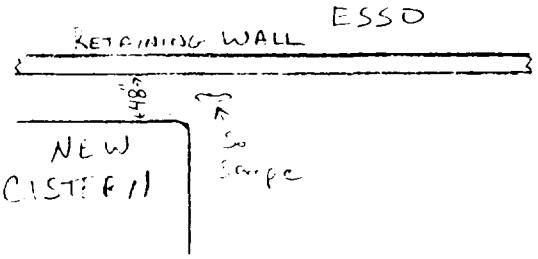
3/26/91

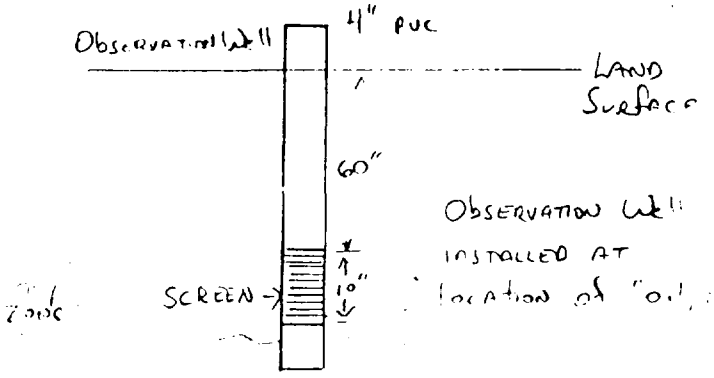
Re: Meeting at Tutu "Splash and Dash" Car Wash

On March 21, 1991, Bruce Green and Ray Green of Caribbean Hydro-Tech , INC. (CHT) met with Rich Smith and the contractors for the car wash at the construction site. The purpose was to evaluate a zone of contaminated soil located approximately six feet below land surface at the northeast corner of the new cistern by removing a sample of the soil for analysis..

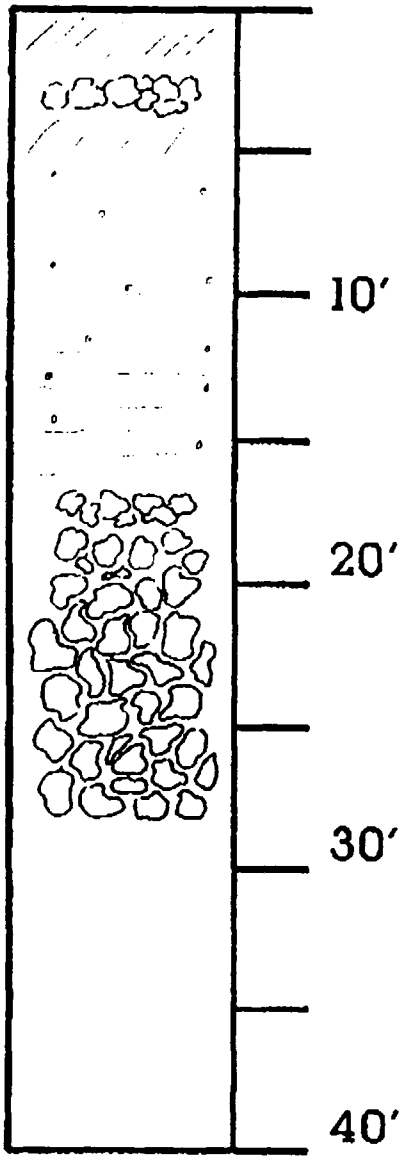
The contractors stated that on the previous Monday, they encountered an "oil saturated area" while excavating the cistern. The "oil" was oozing at a noticeable rate and "many buckets of oil" were removed. The Esso Service Station that borders the property was notified and an underground tank was reportably drained, which lessened the flow of "oil" considerably. The cistern was built and backfilled.

On Thursday, March 21, the personnel from CHT visited the site and examined the "oil" saturated zone approximately one foot wide, still noticeable in the soil near the corner of the cistern, six feet below land surface and extending laterally for the full extent of the excavated area. A very strong petroleum odor was noted and any disturbance of the saturated soil increased the smell. Marcella Jennings of Caribbean Safe Water Laboratory was contacted to analyze soil samples. A hand auger was driven into the "oily" zone approximately 10 inches. The sample were placed in a sterilized jar , cooled and shipped for volatile organic chemical and hydrocarbon analysis. As of this date, no analytical results were available.





MW-1 LITHOLOGY LOG



Land surface

0-2' ||||

2-3' hard (boulder?)

3-4.5' ||||

5-10' tan to brown natural soil

SS#1

10-15' tan to brown natural soil

13.6-15' SS#2

17' formation change to hard

19' very hard -- bit destroyed

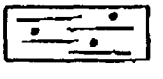
20-24' no return

24-28' very hard

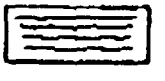
28.5' set casing

LEGEND

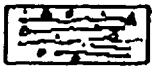
FILL



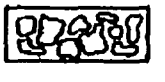
SOIL



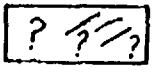
CLAY



CLAY WITH SAND OR GRAVEL

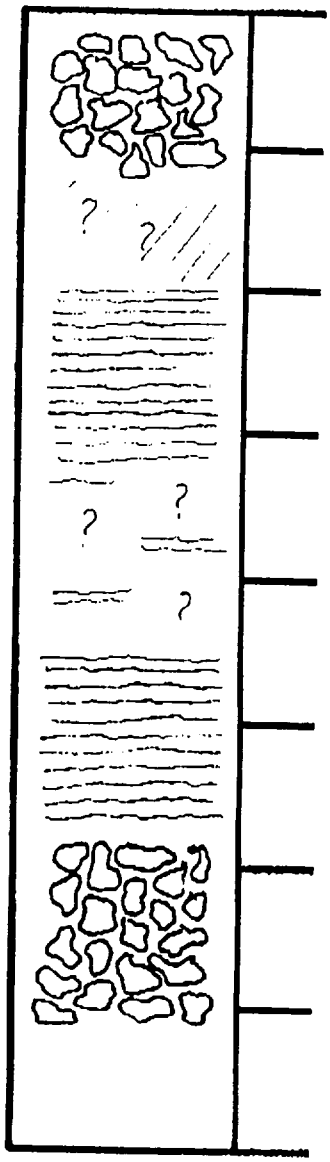


HARD ROCK LAYER



UNKNOWN

MW-2 LITHOLOGY LOG



Land surface

0-4' fill boulders, no return

4-5' hard

5-9' soft, easy drilling, no return

9-10.5' SS#1

9-14' clay

14-15.5' SS#2

14-19' SS#3 (with odor)

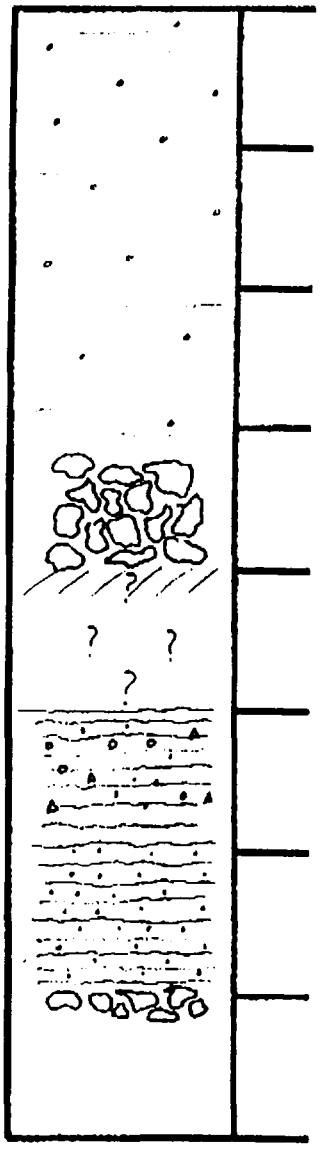
19-24' wet with slight odor

24-29' change to tan clay; slight odor
29-29.5' SS#4, soil water interface

29-34' begin hard drilling, 32'

36' to hard to drill

MW-3 LITHOLOGY LOG



Land surface

0-4' reddish-tan soil (fill?)

4-9' same

9-14' same
14-15' same

15-19' bit chatter, very hard
20' soft
20-20.5' SS.

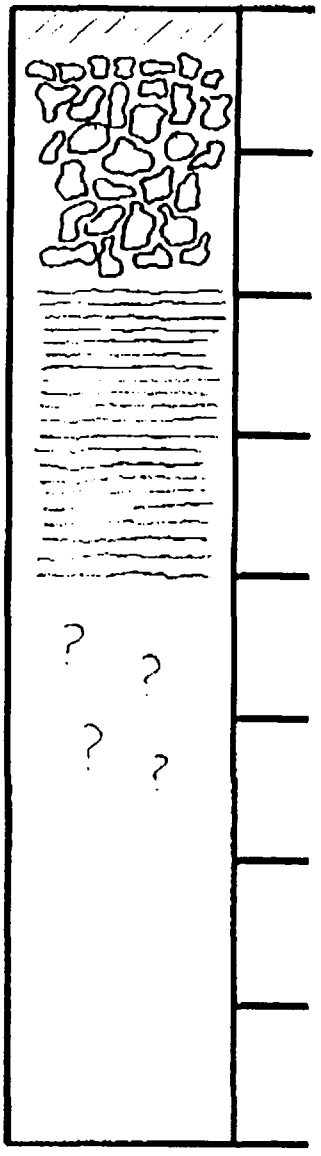
20.5-24' very little recovery
24-24.5' SS.
24-29' greenish-gray gravel with sandy clay

29-29.5' SS.

29-34' green-gray sandy clay

34' bit chatter, no recovery

MW-4 LITHOLOGY LOG



Land surface

0-4' mostly fill, hard at 2'

4-9' hard drilling

9-14' gray to reddish brown clay

13-14' reddish brown clay

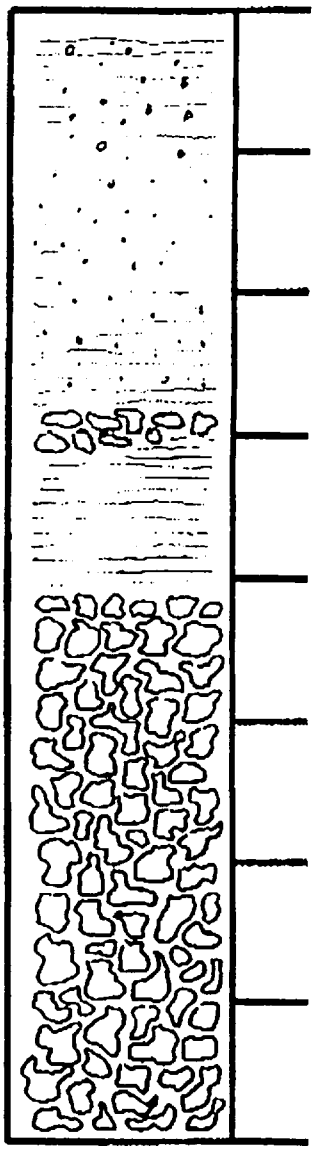
14-16' reddish tan clay, SS.

16-19' gray-green clay

19-19.5' SS.

29' stop drilling

Gassett LITHOLOGY LOG



Land surface

0-4' gray-green clay with pebbles
4.5-5' SS.

4-9' same
9-9.5' SS.
red clay with sand

9-14' same 13' fractured rock

14-15.5' SS. fractured rock

14-19' reddish brown clay

19-20.5' SS.
21' hard

24-25.5' SS. fractured rock

24-29' fractured rock
29-30.5' SS.

29-34' same

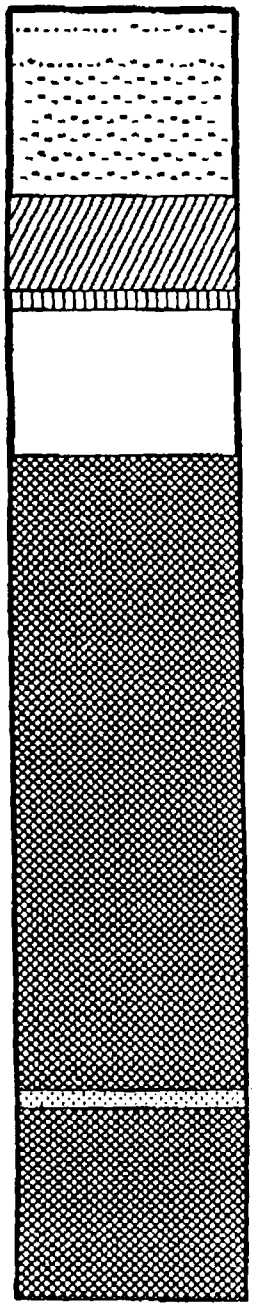
34-35.5' SS.

34-39' fractured rock

39-40.5' SS.

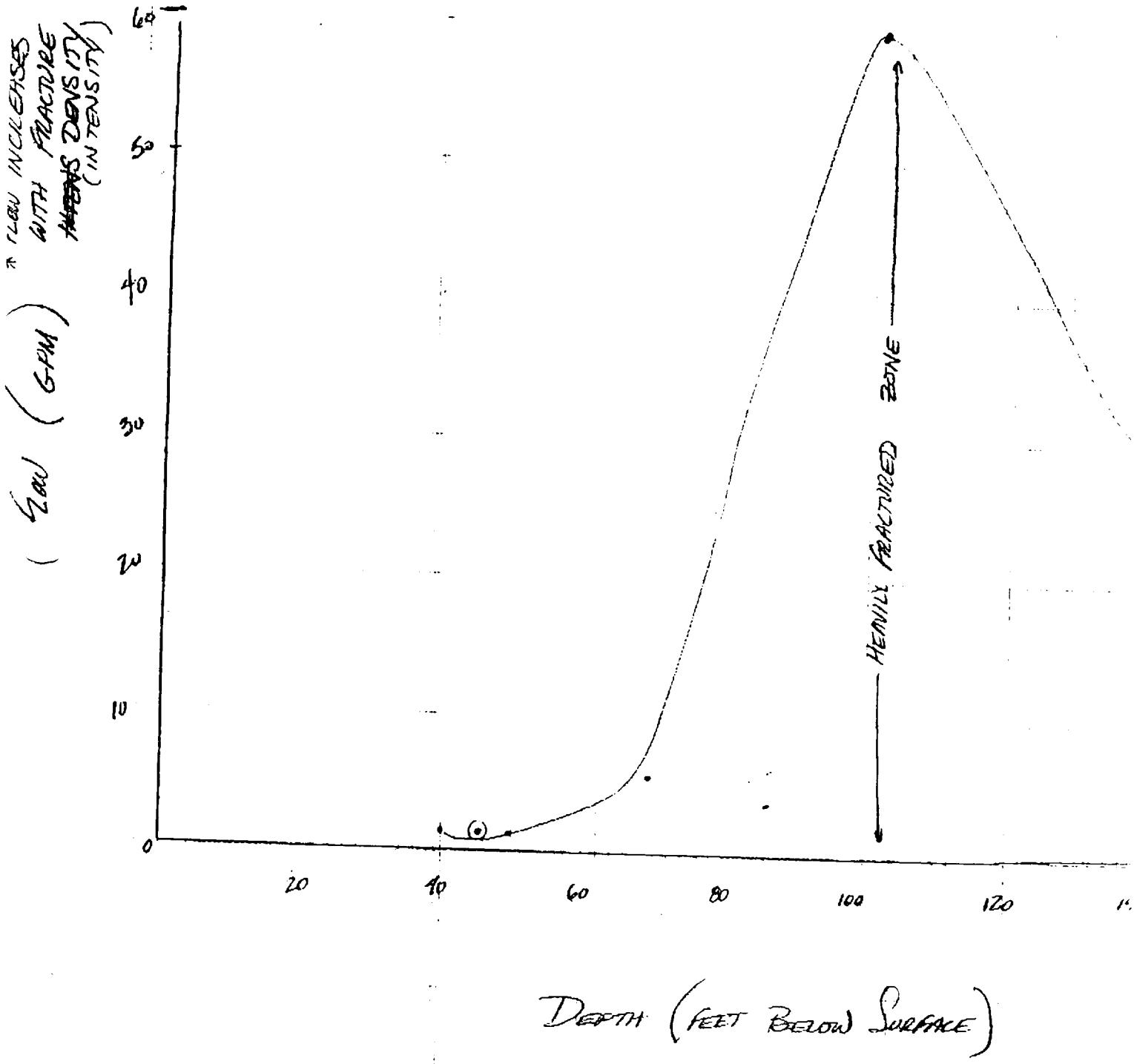
40-48' very hard fractured rock
44-44.5' SS.

WELL AND DRILLING LOG
DEEP TEST HOLE 1
4W-4

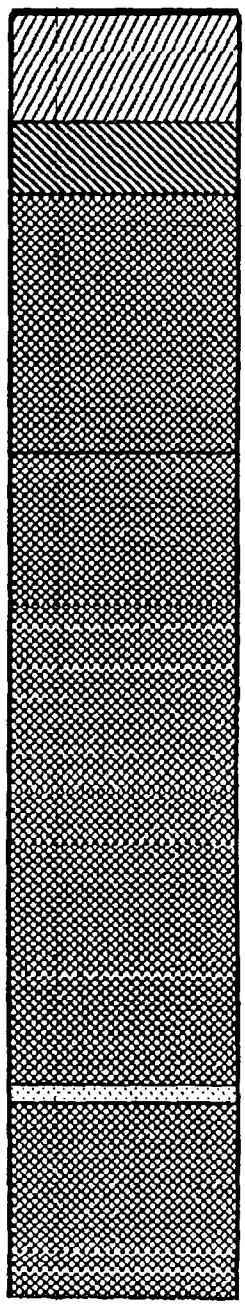


depth	lithology	fractures	water bearing
0 - 8	green, claylike and till	none	moist
8 - 10	reddish brown to green claylike	some	dry
10 - 25	reddish brown native rock	heavily <1"	
25 - 30	green rock formation change	heavily 1"-3/4"	
30 - 32		heavily	dry
32 - 40		very little	damp
42 - 52		some	1-2 gpm
52 - 62	clay color to reddish	visable	
62 - 82		present	<5 gpm
92 - 102		larger than above -1"	60 gpm
106 - 124		major.	
118 - 119			
124 - 131		less than above	
131 - 134		present	
134 - 144		present	30 gpm

TUT 003 2350


FLOW INCREASES WITH FRACTURE DENSITY (INTENSITY)
FLOW (GPM)
60
50
40
30
20
10
0
20
40
60
80
100
120
HEAVILY FRACTURED ZONE
DEPTH (FEET BELOW SURFACE)

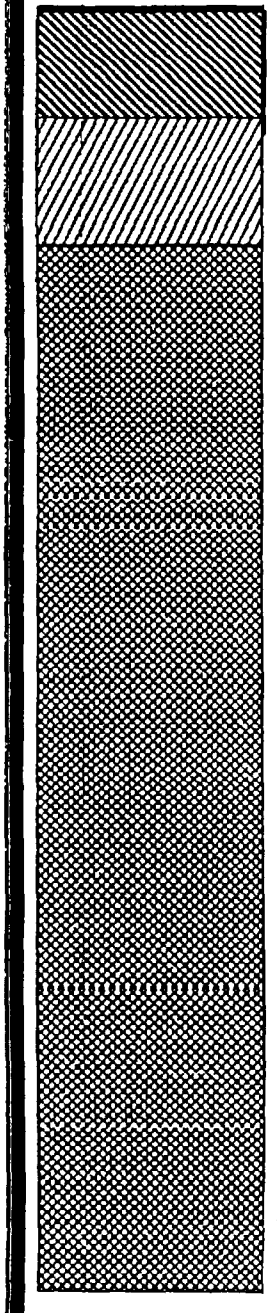
WELL AND DRILLING LOG
DEEP TEST HOLE 1



depth	lithology	fractures	water bearing
0 - 8	green, claylike and fill	none	moist
8 - 10	reddish brown to green claylike	some	dry
10 - 25	reddish brown native rock	heavily <1"	
25 - 30	green rock formation change	heavily 1"-3/4"	
30 - 32		heavily	dry
32 - 40		very little	damp
42 - 52		some	1-2 gpm
52 - 62	clay color to reddish	visable	
62 - 82		present	<5 gpm
92 - 102		larger than above -1"	60 gpm
106 - 124		major	
118 - 119			
124 - 131		less than above	
131 - 134		present	
134 - 144		present	30 gpm

TUT 003 2352

WELL AND DRILLING LOG
DEEP TEST HOLE 2



depth	lithology	fractures	water bearing
0 - 10	FILL; HARD @ 4 FT		
10 - 20	VERY SOFT NO RETURN		
20 - 30	GREEN WEATHERED MATERIAL		DAMP PRODUCING @ 30 FT
30 - 40	SAME AS ABOVE		
40 - 50		INCREASING WITH DEPTH	CUTTINGS DRY 40 GPM 50 GPM
50 - 60			NO WATER
60 - 70			
70 - 80	HARD		
80 - 84			
84 - 94	ALTERNATING ZONE		
94 - 104	BROWN STAIN ALONG FRACTURES		HIGH PRODUCTION
104 - 124	POSSIBLY THE SAME		

TUT 003 2353

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of New Jersey :
: SS:
County of Essex :

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that the submitted information, to the best of my knowledge and belief, is true, accurate and complete and, to the best of my knowledge and belief, all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

ANTHONY T. COLASANTI
NAME (print or type)

ATTORNEY AT LAW
TITLE (print or type)

SIGNATURE

Sworn to before me this 1st
day of June, 1993

Notary Public

ELIZABETH Del Negro
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 30, 1995

FOUR WINDS PLAZA PARTNERSHIP'S
THIRD SUPPLEMENTAL RESPONSE
TO
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II
REQUEST FOR INFORMATION

11. Identify the location of each of the following on a plot plan of the facility, to scale, if available:

b. all outfalls and discharges;

SECOND SUPPLEMENTAL RESPONSE TO # 11. b.

Attached is the water quality data report from monitoring wells, production wells and other sub-surface locations at the Four Winds Plaza in St. Thomas. In the appendix are additional sampling analyses from the Gassett Test Hole and the Harthman Wells. Included in this report are tables summarizing these results, a diagram indicating the approximate location of the sampling locations and copies of the complete laboratory analyses.

Also attached, under separate cover, are the well logs for the four shallow and two deep monitoring wells installed by Caribbean Hydro-Tech at Four Winds Plaza. Included in this information is the well log for the shallow monitoring well installed at Gassett and a description of a shallow PVC sump installed in the alley between the car wash and Esso Tutu.