



Globe Indemnity Company

AND

The Newark Fire Insurance Company

(Each a stock insurance company)



DECLARATIONS

Item 1 Name of Insured **C. TAKEDA**
 His Occupation **FARMER**
 Address **MILPITAS, SANTA CLARA CO., CALIF. (BARBER LANE OFF ALVISO-MILPITAS RD.)**
 The automobile will be principally garaged in the above town and state unless otherwise stated herein:*

Item 2 Policy Period: From **SEPT. 10, 1949** to **SEPT. 10, 1950**
 12:01 A.M., standard time at the address of the named insured as stated herein.

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

OFFICE RECORD ONLY										COVERAGE	LIMITS OF LIABILITY Insert Amt. or "Actual Cash Value" \$	NET RATES \$	PREMIUMS Including End. Prem. \$	
Line	Form	State	Terr.	Class	LIMITS B.I. P.D.		Expos.							
01	00									Indemnity Company	A Bodily Injury Liability excluding Medical Payments	5,000 each person 10,000 each accident	68.20	
01	00										Insurance Company	A Bodily Injury Liability & and B Medical Payments	,000 each person ,000 each accident each person	
												C Property Damage Liability	SEE SCHED. 5,000 each accident	53.90
												TOTAL	122.10	
Enc.	Form	SpL.	Exp.	Class	Age	Cov.	Terr.	State	Location					
											D Comprehensive (Includes F, G, H & I but not E)			
											E Collision or Upset	Actual Cash Value		
											F Fire, Lightning and Transportation	less \$ Deductible		
											G Theft (Broad Form)			
											H Windstorm, Earthquake, Explosion, Hail or Water			
											I Combined Additional Coverage			
											TOTAL	122.10		

Form numbers and name of endorsements attached to policy at issuance:

TRADE NAME	BODY TYPE	MODEL	CYLINDERS	YEAR	SERIAL NO. OR ENGINE NO.
		SEE SCHEDULE			

Description of Automobile and Parts respecting its purchase by named insured: New Used
 List Price \$ Actual Total Cost \$ Date Purchased

5 The purposes for which the automobile is to be used are: Pleasure and Business. Exceptions, if any: Commercial
 Other uses:

6 The automobile is unencumbered unless otherwise stated herein:
 Encumbrance \$ Installment Payments Number Amount of Each \$ Due Date and Amount of Final Installment \$
 Any loss except under coverages A, B and C, is payable as interest may appear to the named insured and

7 (a) Except with respect to bailment lease, conditional sale, mortgage or other encumbrance the named insured is the sole owner of the automobile.
 (b) During the past year no insurer has canceled any automobile insurance issued to the named insured.
 Exceptions, if any, to (a) or (b):

Countersigned by **HALLIN & BOOKWALTER** Authorized Representative
 *Absence of an entry means "No Exceptions."

COMBINED AUTOMOBILE POLICY

Globe Indemnity Company
 AND
 The Newark Fire Insurance Company
 PACIFIC DEPARTMENT
 201 SANSOME STREET, SAN FRANCISCO 20



No. **GANC 356586**

ISSUED TO
C. TAKEDA

MAKE OF CAR
SEE SCHEDULE
EXPIRATION

SEPTEMBER 10, 1950

PLEASE READ THIS POLICY

HALLIN & BOOKWALTER
 INSURANCE FOR EVERY NEED
 205 PORTER BLDG.
 2ND & E. SANTA CLARA ST.
 SAN JOSE 20, CALIFORNIA

GLOBE INDEMNITY COMPANY
AND
THE NEWARK FIRE INSURANCE COMPANY

(Each a stock insurance company, herein called the company)

Severally agree with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy, provided the Globe Indemnity Company shall be the insurer with respect to coverages A, B and C and no other and The Newark Fire Insurance Company shall be the insurer with respect to coverages D, E, F, G, H and I and no other;

INSURING AGREEMENTS

I. Coverage A—Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance or use of the automobile.

Coverage B—Medical Payments

To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident, while in or upon, entering or alighting from the automobile if the automobile is being used by the named insured or with his permission.

Coverage C—Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of the automobile.

Coverage D—Comprehensive Loss of or Damage to the Automobile, Except by Collision or Upset

To pay for any direct and accidental loss of or damage to the automobile, hereinafter called loss, except loss caused by collision of the automobile with another object or by upset of the automobile or by collision of the automobile with a vehicle to which it is attached. Breakage of glass and loss caused by missiles, falling objects, fire, theft, explosion, earthquake, windstorm, hail, water, flood, vandalism, riot or civil commotion shall not be deemed loss caused by collision or upset.

Coverage E—Collision or Upset

To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused by collision of the automobile with another object or by upset of the automobile, but only for the amount of each such loss in excess of the deductible amount, if any, stated in the declarations as applicable hereto.

Coverage F—Fire, Lightning and Transportation

To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused (a) by fire or lightning, (b) by smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the automobile is located, or (c) by the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the automobile is being transported on land or on water.

Coverage G—Theft (Broad Form)

To pay for loss of or damage to the automobile, hereinafter called loss, caused by theft, larceny, robbery or pilferage.

Coverage H—Windstorm, Earthquake, Explosion, Hail or Water

To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused by windstorm, hail, earthquake, explosion, external discharge or leakage of water except loss resulting from rain, snow or sleet.

Coverage I—Combined Additional Coverage

To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused by windstorm, hail, earthquake, explosion, riot or civil commotion, or the forced landing or falling of any aircraft or of its parts or equipment, flood or rising waters, external discharge or leakage of water except loss resulting from rain, snow or sleet.

II. Defense, Settlement, Supplementary Payments

As respects the insurance afforded by the other terms of this policy under coverages A and C the company shall:

- (a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of accident or traffic law violation during the policy period, not to exceed the usual charges of surety companies nor \$100 per bail bond, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;
- (e) 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 applicable limit of liability of this policy.

III. Definition of Insured

With respect to the insurance for bodily injury liability and for property damage liability the unqualified word "insured" includes the named insured and also includes any person while using the automobile and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the named insured or with his permission. The insurance with respect to any person or organization other than the named insured does not apply:

- (a) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station or public parking place, with respect to any accident arising out of the operation thereof;
- (b) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of the automobile in the business of such employer.

IV. Automobile Defined, Trailers, Two or More Automobiles Including Automatic Insurance

- (a) **Automobile.** Except where stated to the contrary, the word "automobile" means:
 - (1) **Described Automobile**—the motor vehicle or trailer described in this policy;
 - (2) **Utility Trailer**—under coverages A, B and C, a trailer not so described, if designed for use with a private passenger automobile, if not being used with another type automobile and if not a home, office, store, display or passenger trailer;
 - (3) **Temporary Substitute Automobile**—under coverages A, B and C, an automobile not owned by the named insured while temporarily used as the substitute for the described automobile while withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
 - (4) **Newly Acquired Automobile**—an automobile, ownership of which is acquired by the named insured who is the owner of the described automobile, if the named insured notifies the company within thirty days following the date of its delivery to him, and if either it replaces an automobile described in this policy or the company insures all automobiles owned by the named insured at such delivery date; but the insurance with respect to the newly acquired automobile does not apply to any loss against which the named insured has other valid and collectible insurance. The named insured shall pay any additional premium required because of the application of the insurance to such newly acquired automobile.

The word "automobile" also includes under coverages D, E, F, G, H and I its equipment and other equipment permanently attached thereto.

- (b) **Semitrailer.** The word "trailer" includes semitrailer.

- (c) **Two or More Automobiles.** When two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under coverages A and B and separate automobiles as respects limits of liability, including any deductible provisions, under coverages D, E, F, G, H and I.

V. Purposes of Use Defined

- (a) The term "pleasure and business" is defined as personal, pleasure, family and business use. (b) The term "commercial" is defined as use principally in the business occupation of the named insured as stated in Item 1 of the Declarations, including occasional use for personal, pleasure, family and other business purposes. (c) Use of the automobile for the purposes stated includes the loading and unloading thereof.

VI. Use of Other Automobiles

If the named insured is an individual who owns the automobile classified as "pleasure and business" or husband and wife either or both of whom own said automobile, such insurance as is afforded by this policy for bodily injury liability, for property damage liability and for medical payments with respect to said automobile applies with respect to any other automobile, subject to the following provisions:

- (a) With respect to the insurance for bodily injury liability and for property damage liability the unqualified word "insured" includes (1) such named insured, (2) the spouse of such individual if a resident of the same household and (3) any other person or organization legally responsible for the use by such named insured or spouse of an automobile not owned or hired by such other person or organization. Insuring Agreement III, Definition of Insured, does not apply to this insurance.
- (b) This insuring agreement does not apply:
 - (1) to any automobile owned by, hired as part of a frequent use of hired automobiles by, or furnished for regular use to the named insured or a member of his household other than a private chauffeur or domestic servant of the named insured or spouse;
 - (2) to any automobile while used in the business or occupation of the named insured or spouse except a private passenger automobile operated or occupied by such named insured, spouse, chauffeur or servant;
 - (3) to any accident arising out of the operation of an automobile repair shop, public garage, sales agency, service station or public parking place;
 - (4) under coverage B, unless the injury results from the operation of such other automobile by such named insured or spouse or on behalf of either by such chauffeur or servant, or from the occupancy of said automobile by such named insured or spouse.

VII. Loss of Use by Theft—Rental Reimbursement

The company, following a theft covered under this policy, shall reimburse the named insured for expense not exceeding \$5 for any one day nor totaling more than \$150 or the actual cash value of the automobile at time of theft, whichever is less, incurred for the rental of a substitute automobile, including taxicabs.

Reimbursement is limited to such expense incurred during the period commencing seventy-two hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, on the date the whereabouts of the automobile becomes known to the named insured or the company or on such earlier date as the company makes or tenders settlement for such theft.

VII. Loss of Use by Theft—Rental Reimbursement — (Continued)

Such reimbursement shall be made only if the stolen automobile was a private passenger automobile not used as a public or livery conveyance and not owned and held for sale by an automobile dealer.

VIII. General Average and Salvage Charges

The company, with respect to such transportation insurance as is afforded by this policy, shall pay any general average and salvage charges for which the named insured becomes legally liable.

IX. Policy Period, Territory, Purposes of Use

This policy applies only to accidents which occur and to direct and accidental losses to the automobile which are sustained during the policy period, while the automobile is within the United States of America, its territories or possessions, Canada or Newfoundland, or is being transported between ports thereof, and is owned, maintained and used for the purposes stated as applicable thereto in the declarations.

EXCLUSIONS

This policy does not apply:

- (a) under any of the coverages, while the automobile is used as a public or livery conveyance, unless such use is specifically declared and described in this policy and premium charged therefor;
- (b) under coverages A, B and C, to liability assumed by the insured under any contract or agreement;
- (c) under coverages A and C, while the automobile is used for the towing of any trailer owned or hired by the insured and not covered by like insurance in the company; or while any trailer covered by this policy is used with any automobile owned or hired by the insured and not covered by like insurance in the company;
- (d) under coverages A and B, to bodily injury to or sickness, disease or death of any employee of the insured while engaged in the employment, other than domestic, of the insured or in domestic employment if benefits therefor are either payable or required to be provided under any workmen's compensation law;
- (e) under coverage A, to any obligation for which the insured or any company as his insurer may be held liable under any workmen's compensation law;
- (f) under coverage C, to injury to or destruction of property owned by, rented to, in charge of or transported by the insured;

- (g) under coverage B, to bodily injury to or sickness, disease or death of any person if benefits therefor are payable under any workmen's compensation law;
- (h) under coverages D, E, F, G, H and I, while the automobile is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described in this policy;
- (i) under coverages D, E, F, G, H and I, to loss due to war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution or to confiscation by duly constituted governmental or civil authority;
- (j) under coverages D, E, F, G, H and I, to any damage to the automobile which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this policy;
- (k) under coverages D, E, F, G, H and I, to robes, wearing apparel or personal effects;
- (l) under coverages D, E, F, G, H and I, to tires unless damaged by fire or stolen or unless such loss be coincident with other loss covered by this policy;
- (m) under coverages D and G, to loss due to conversion, embezzlement or secretion by any person in lawful possession of the automobile under a bailment lease, conditional sale, mortgage or other encumbrance;
- (n) under coverage E, to breakage of glass if insurance with respect to such breakage is otherwise afforded.

CONDITIONS

Conditions 20, 21, 22, 23 and 24 apply to all coverages. The other conditions apply only to the coverage or coverages noted thereunder.

1. NOTICE OF ACCIDENT—Coverages A, B and C. When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

2. NOTICE OF CLAIM OR SUIT—Coverages A and C. 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.

3. LIMITS OF LIABILITY—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, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person in any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons in any one accident.

4. LIMIT OF LIABILITY—Coverage B. 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, sickness or disease, including death resulting therefrom, in any one accident.

5. LIMITS OF LIABILITY—Coverages A, B and C. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. ACTION AGAINST COMPANY—Coverages A and C. No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all 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. Nothing contained in this policy shall give any person or organization any right to join the company as a codefendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

7. ACTION AGAINST COMPANY—Coverage B. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty days after the required proofs of claim have been filed with the company.

8. FINANCIAL RESPONSIBILITY LAWS—Coverages A and C. Such insurance as is afforded by this policy for bodily injury liability or property damage liability shall comply with the provisions of the motor vehicle financial responsibility law of any state or province which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use of the automobile during the policy period, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. 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.

9. ASSAULT AND BATTERY—Coverages A and C. Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

10. MEDICAL REPORTS; PROOF AND PAYMENT OF CLAIM—Coverage B. 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 admission of liability of the insured or, except hereunder, of the company.

11. NAMED INSURED'S DUTIES WHEN LOSS OCCURS—Coverages D, E, F, G, H and I. When loss occurs, the named insured shall:

- (a) protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the named insured's failure to protect shall not be recoverable under this policy; reasonable expense 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, larceny, robbery or pilferage, to the police but shall not, except at his own cost, offer or pay any reward for recovery of the automobile;
- (c) file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement of the named insured setting forth the interest of the named insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, the amount of rental or other expense for which reimbursement is provided under this policy, together with original receipts therefor, and the description and amounts of all other insurance covering such property.

Upon the company's request, the named insured shall exhibit the damaged property to the company and submit to examinations under oath by anyone designated by the company, subscribe the same and produce for the company's examination all pertinent records and sales invoices, or certified copies if originals be lost, permitting copies thereof to be made, all at such reasonable times and places as the company shall designate.

12. APPRAISAL—Coverages D, E, F, G, H and I. If the named insured and the company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the named insured or the company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss 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 or 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.

13. LIMIT OF LIABILITY; SETTLEMENT OPTIONS; NO ABANDONMENT—Coverages D, E, F, G, H and I. The limit of the company's liability for loss shall not exceed the actual cash value of the automobile, or if the loss is of a part thereof the actual cash value of such part, at time of loss nor what it would then cost to repair or replace the automobile or such part thereof with other of like kind and quality, with deduction for depreciation, nor the applicable limit of liability stated in the declarations.

The company may pay for the loss in money or may repair or replace the automobile or such part thereof, as aforesaid, or may return any stolen property with payment for any resultant damage thereto at any time before the loss is paid or the property is so replaced, or may take all or such part of the automobile at the agreed or appraised value but there shall be no abandonment to the company.

14. PAYMENT FOR LOSS; ACTION AGAINST COMPANY—Coverages D, E, F, G, H and I. Payment for loss may not be required nor shall action lie against the company unless, as a condition precedent thereto, the named insured shall have fully complied with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

No.	Make & Model	Year	Serial or Motor #	Class	B.I.Prem.	P.D. Prem.
1.	Ford 1½ T. Flat Bed Truck AA	1930	M#AA3823249	5-CA Less 15%	\$22.10	\$18.70
2.	Ford 2 Dr. Sed.	1930	M#A3405606	A-3	24.00	16.50
3.	CHEV. 1½ T. Flat Bed Truck	1934	S#6PC044403	5-CA Less 15%	22.10	18.70
					<u>\$68.20</u>	<u>\$53.90</u>

Attached to and forming part of Policy GANC 356586 issued by the GLOBE INDEMNITY CO. and THE NEWARK FIRE INSURANCE CO. Effective September 10, 1940.

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Attached to and forming part of Policy GANC 356586 issued by the GLOBE INDEMNITY CO. and THE NEWARK FIRE INSURANCE CO. Effective September 10, 1949.

HALLIN & BOOKWALTER
David Hallin Agent

not, except at his own cost, ... but in no event for a period of more than sixty days after the date of such death or adjudication.

17. SUBROGATION—Coverages A, C, D, E, F, G, H and I. 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.

18. OTHER INSURANCE—Coverages A, C, D, E, F, G, H and I. If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy 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, the insurance with respect to temporary substitute automobiles under Insuring Agreement IV or other automobiles under Insuring Agreement VI shall be excess insurance over any other valid and collectible insurance available to the insured, either as an insured under a policy applicable with respect to said automobiles or otherwise.

19. OTHER INSURANCE—Coverage B. The insurance afforded with respect to other automobiles under Insuring Agreement VI shall be excess insurance over any other valid and collectible medical payments insurance applicable thereto.

20. 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.

22. CANCELTION. This policy may be canceled by the named insured by surrender thereof or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than five days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and 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 premiums shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premiums shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the named insured.

23. TERMS OF POLICY CONFORMED TO STATUTE. Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

24. 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 GLOBE INDEMNITY COMPANY has caused this policy, with respect to coverages A, B and C and such other parts of the policy as are applicable thereto, to be signed by its president and a secretary, but the same shall not be binding upon the company until countersigned on the declarations page by a duly authorized representative of the company.

J. J. [Signature]
Secretary

A. O. Conrick
President

IN WITNESS WHEREOF, THE NEWARK FIRE INSURANCE COMPANY has caused this policy, with respect to coverages D, E, F, G, H and I and such other parts of the policy as are applicable thereto, 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.

J. J. [Signature]
Secretary

A. O. Conrick
President

SHORT CANCELTATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5%	154-156	53%
2	6	157-160	54
3	7	161-164	55
4	8	165-167	56
5	9	168-171	57
6	10	172-175	58
7	11	176-178	59
8	12	179-182 (6 mos.)	60
9	13	183-187	61
10	14	188-191	62
11	15	192-196	63
12	16	197-200	64
13	17	201-205	65
14	18	206-209	66
15	19	210-214 (7 mos.)	67
16	20	215-218	68
17	21	219-223	69
18	22	224-228	70
19	23	229-232	71
20	24	233-237	72
21	25	238-241	73
22	26	242-246 (8 mos.)	74
23	27	247-250	75
24	28	251-255	76
25	29	256-260	77
26	30	261-264	78
27	31	265-269	79
28	32	270-273 (9 mos.)	80
29	33	274-278	81
30	34	279-282	82
31	35	283-287	83
32	36	288-291	84
33	37	292-296	85
34	38	297-301	86
35	39	302-305 (10 mos.)	87
36	40	306-310	88
37	41	311-314	89
38	42	315-319	90
39	43	320-323	91
40	44	324-328	92
41	45	329-332	93
42	46	333-337 (11 mos.)	94
43	47	338-342	95
44	48	343-346	96
45	49	347-351	97
46	50	352-355	98
47	51	356-360	99
48	52	361-365 (12 mos.)	100