



Y. MORIWAKI & CO.

INSURANCE & REAL ESTATE

PHONES YUKON 6-6622

YUKON 6-6623

391 SUTTER STREET
SAN FRANCISCO 8, CALIFORNIA

July 25, 1949

Mr. C. Takeda
P. O. Box 2
Milpitas, Calif.

Dear Mr. Takeda:

Please find enclosed renewal policy No. F8-6838 of the Fireman's Fund Insurance Co. effective July 28, 1949, which we hope you will find satisfactory and in order.

We thank you for favoring us with your business this past year and assure you again that our insurance services are always available for your use or inquiry.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Y. Moriwaki".

Y. MORIWAKI & CO.

YM:yo
Enc.

FIREMAN'S FUND



INSURANCE COMPANY
HEAD OFFICE
SAN FRANCISCO, CALIFORNIA

AUTOMOBILE POLICY

F8- 6838

Insured **C. Takeda**

Expires **July 28, 1950**

Y. MORIWAKI & CO.
Insurance Brokers

FIRE • AUTO • CASUALTY • LIFE
391 Sutter Street, San Francisco
Telephone YUkon 6-6622

AUTOMOBILE POLICY

FIREMAN'S FUND INSURANCE COMPANY

(A STOCK INSURANCE COMPANY)

DECLARATIONS

Item 1. Name of Insured **C. Takeda**
Address **P. O. Box 2, Milpitas, California**
No. Street Town or City County State
The automobile will be principally garaged in the above town or city, county and state, unless otherwise stated herein:
Occupation of the named insured is **Farmer** The named insured is **Individual**
Individual, Partnership or Corporation
Loss Payee: Any loss under coverages D, E-1, E-2, F and G-1 is payable as interest may appear to the named insured and

Item 2. Policy Period: From **July 28, 1949** to **July 28, 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.

Coverages	Limits of Liability	Premium
A Bodily Injury Liability	\$ 10,000.00 each person \$ 20,000.00 each accident	\$ 25.42
B Property Damage Liability	\$ 5,000.00 each accident	\$ 18.70
C Medical Payments	\$ 250.00 each person	\$ 7.50
D Comprehensive—Loss of or Damage to the Automobile, Except by Collision or Upset but including Fire, Theft and Windstorm	\$	\$
E-1 Collision or Upset	Actual Cash Value less \$ 50.00 deductible	\$ 54.00
E-2 Convertible Collision or Upset Additional Payment \$	Actual Cash Value	\$
F Fire, Lightning and Transportation	\$ Actual Cash Value	\$ 13.20
G-1 Theft (Broad Form)	\$ Actual Cash Value	\$ 2.20
		\$
	Total Premium	\$ 121.02

Item 4. Description of the automobile and facts respecting its purchase by the named insured:

Year of Model	Trade Name	Model	Body Type; Truck Size; Truck Load Capacity; Tank Gallonage Capacity; or Bus Seating Capacity	Serial Number or Motor Number	Number of Cylinders
1947	Chevrolet		2 Ton Flat Bed	M# EEA157838	

F.O.B. List Price or Delivered Price at Factory	Actual Cost When Purchased Including Equipment	Purchased			The automobile is unencumbered unless otherwise stated herein:		
		Month	Year	New or Used	Encumbrance	Installation Payments Number Amount of Each	Due Date and Amount of Final Installment
\$	\$ 2200.	7	47	New	\$	\$	\$

Item 5. Use: The purposes for which the automobile is to be used are **Commercial**
(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, 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.
Item 6. Except with respect to bailment lease, conditional sale, mortgage or other encumbrance the named insured is the sole owner of the automobile, except as herein stated:
Item 7. During the past year no insurer has canceled any automobile insurance issued to the named insured, nor declined to issue such insurance, except as herein stated:

Countersigned this **15** day of **July** **1949**
A. D. Shortidge
Authorized Agent

FIREMAN'S FUND INSURANCE COMPANY

(A stock insurance company, herein called the company)

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

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—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 C—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 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-1—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 E-2—CONVERTIBLE 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. Upon the occurrence of the first loss for which payment is sought hereunder the insured shall pay to the company the additional payment stated in the declarations. Loss caused by collision or upset occurring prior to the first loss for which payment is sought hereunder is not covered.

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-1—THEFT (BROAD FORM)

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

II DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

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

- 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;
- 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;
- 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;
- 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;
- 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 settlement 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:

- 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;
- 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 AUTOMOBILES DEFINED, TRAILERS, TWO OR MORE AUTOMOBILES, INCLUDING AUTOMATIC INSURANCE

(a) **Automobile.** Except where stated to the contrary, the word "automobile" means:

- Described Automobile**—the motor vehicle or trailer described in this policy;
- 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;
- 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;
- 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-1, E-2, F and G-1 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-1, E-2, F and G-1.

V 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:

- 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.
- This insuring agreement does not apply:
 - 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;
 - 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;
 - to any accident arising out of the operation of an automobile repair shop, public garage, sales agency, service station or public parking place;
 - under coverage C, 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.

VI 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.

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.

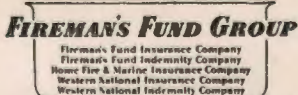
VII GENERAL AVERAGE AND SALVAGE CHARGES

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.

VIII 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.

PASTE ENDORSEMENTS HERE



DESCRIPTION OF USE ENDORSEMENT—COMMERCIAL AUTOMOBILES
(PACIFIC COAST TERRITORY ONLY)

In consideration of the premium of which the Policy designated below is issued, it is warranted by the Insured that

WARRANTY No. 1

Subject to the territorial limitations of such Policy, the regular or frequent use of the commercial type vehicle(s) described in such

Policy is and will be confined to the territory within

Fifty (50) Miles

of earnings, incurred at the company's request.

The amounts incurred under this insuring agreement, except settlement 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.

or 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.

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.

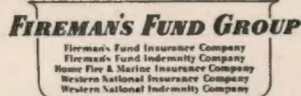
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The company, with respect to such transportation insurance as is afforded by this policy, shall pay any general average and salvage charges for which the named insured becomes legally liable.

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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.

PASTE ENDORSEMENTS HERE



DESCRIPTION OF USE ENDORSEMENT—COMMERCIAL AUTOMOBILES (PACIFIC COAST TERRITORY ONLY)

In consideration of the premium of which the Policy designated below is issued, it is warranted by the Insured that

WARRANTY No. 1

Subject to the territorial limitations of such Policy, the regular or frequent use of the commercial type vehicle(s) described in such

Policy is and will be confined to the territory within

Fifty (50) Miles

Milpitas, California

WARRANTY No. 2

The commercial type vehicle(s) described in such Policy

Is not and will not be

used primarily

for the transportation of explosives or of inflammable liquids or inflammable gases.

All other terms and conditions of such Policy remain unchanged.

This endorsement shall take effect July 28, 1949, at the standard time shown in the Policy.

Attached to and hereby made a part of Fireman's Fund Insurance COMPANY

Policy No. F8 6838 issued to C. Takeda

[Signature] Authorized Agent

[Signature] SECRETARY

AUTO 622G 40M-2-49-K

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 person" 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 C 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 B 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 co-defendant 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 C 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 B 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 B Assault and battery shall be deemed on accident unless committed by or at the direction of the insured.

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-1, E-2, F and G-1 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-1, E-2, F and G-1 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.

#1

claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

CLASSIFICATION OF USE
SECTION OF THE POLICY
INSURED

With respect to the insurance for bodily injury liability and for damage liability the unqualified word "insured" includes insured and also includes any person while using the automobile or organization legally responsible for the use of the automobile is by the named insured with his permission. The insurance with respect to any organization other than the named insured does not apply: person or organization, or to any agent or employee operating an automobile repair shop, public garage, sales service station or public parking place, with respect to any person arising out of the operation thereof; 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

ment for such theft.

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.

VII 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.

VIII 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.

PASTE ENDORSEMENTS HERE

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 B, 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 C, 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 B, to injury to or destruction of property owned by, rented to, in charge of or transported by the insured;
- (g) under coverage C, 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-1, E-2, F and G-1, 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-1, E-2, F and G-1, 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-1, E-2, F and G-1, 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-1, E-2, F and G-1, to robes, wearing apparel or personal effects;
- (l) under coverages D, E-1, E-2, F and G-1, 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-1, 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 coverages E-1 and E-2, to breakage of glass if insurance with respect to such breakage is otherwise afforded.

CONDITIONS

Unless otherwise noted, the Conditions apply to all Coverages

- 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 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.
- 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 C** 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 B** 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 co-defendant 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 C** 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 B** 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 B** 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 C** 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-1, E-2, F and G-1** 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-1, E-2, F and G-1** 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-1, E-2, F and G-1** 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-1, E-2, F and G-1

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.

15. No Benefit to Bailee Coverages D, E-1, E-2, F and G-1

The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or bailee liable for loss to the

automobile.

16. Assistance and Cooperation of the Insured Except Coverage C

The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting

settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

17. Subrogation Except Coverage C

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery there-

for 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 Except Coverage C

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 V 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 C

The insurance afforded with respect to other automobiles under Insuring Agreement V 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 assert-

ing 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.

21. 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 or be adjudged bankrupt or insolvent within the policy period, this policy, unless canceled, shall, if written notice be given to the company within sixty days after the date of such death or adjudication, cover (1) the named insured's legal representative as the named insured, and (2) under coverages A and B, subject otherwise to the provisions of Insuring Agreement III, any person having proper temporary custody of the automobile, as an insured, and under coverage C while the automobile is used by such person, until the appointment and qualification of such legal representative but in no event for a period of more than sixty days after the date of such death or adjudication.

22. Cancellation 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.

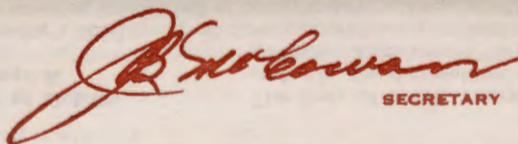
23. Terms of Policy Conformed to Statute

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 Fireman's Fund Insurance Company has caused this policy to be signed by its President and by its Secretary, but the same shall not be binding unless countersigned on the Declarations page by a duly authorized agent of the Company.


SECRETARY


PRESIDENT