

INVOICE

DATE 11-18-49

# HENRY H. KIYOMURA

GENERAL INSURANCE

P. O. BOX 105

M. V. 3123

MOUNTAIN VIEW, CALIF.

TO Shoji Takeda  
P. O. Box 2, Milpitas, Calif.

EXPIRATION	POLICY NO.	COMPANY	PROPERTY COVERAGE	KIND OF INS.	AMOUNT	RATE	PREMIUM DUE
11-7-50	CA 619101	National	Auto A3	Full	Full		102.10

RECEIVED  
PAYMENT  
11-28-49

HENRY H. KIYOMURA  
GENERAL INSURANCE

BY: *[Signature]*

REMARKS: Thank you.

ENDORSEMENT

Issued in lieu of and superseding Endorsement #1

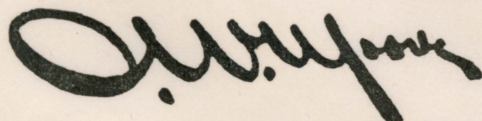
"In consideration of the premium at which this policy is written, such insurance shall not apply while the described automobile is being operated by any person under 24 years of age other than a member of the named insured's immediate family."

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THE POLICY AND ITS ENDORSEMENTS OTHER THAN AS ABOVE STATED.

This endorsement when countersigned by a duly authorized representative of the Company and attached to

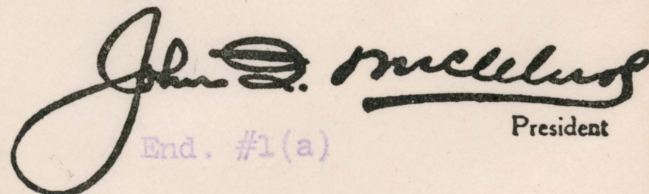
Policy No. CA619101 issued to SHOJI TAKEDA  
by the NATIONAL AUTOMOBILE AND CASUALTY INSURANCE CO. shall be valid and form a part of said policy.

Effective this 7th day of November, 1949, 12:01 am standard time.



dm

Secretary

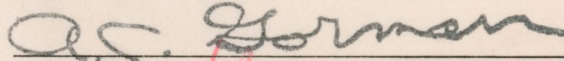


End. #1(a)

President

Countersigned at San Francisco, California this 23rd day of November, 1949

Henry H. Kiyamura



Authorized Representative.

## SHORT RATE CANCELLATION TABLE

For Term of One Year

Policy in Force		Per cent. of Annual Prem.	Policy in Force	Per cent. of Annual Prem.
1 day		5%	154-156 days	53%
2 days		6	157-160 "	54
3-4 "		7	161-164 "	55
5-6 "		8	165-167 "	56
7-8 "		9	168-171 "	57
9-10 "		10	172-175 "	58
11-12 "		11	176-178 "	59
13-14 "		12	179-182 " (6 mos.)	60
15-16 "		13	183-187 "	61
17-18 "		14	188-191 "	62
19-20 "		15	192-196 "	63
21-22 "		16	197-200 "	64
23-25 "		17	201-205 "	65
26-29 "		18	206-209 "	66
30-32 " (1 mo.)		19	210-214 " (7 mos.)	67
33-36 "		20	215-218 "	68
37-40 "		21	219-223 "	69
41-43 "		22	224-228 "	70
44-47 "		23	229-232 "	71
48-51 "		24	233-237 "	72
52-54 "		25	238-241 "	73
55-58 "		26	242-246 " (8 mos.)	74
59-62 " (2 mos.)		27	247-250 "	75
63-65 "		28	251-255 "	76
66-69 "		29	256-260 "	77
70-73 "		30	261-264 "	78
74-76 "		31	265-269 "	79
77-80 "		32	270-273 " (9 mos.)	80
81-83 "		33	274-278 "	81
84-87 "		34	279-282 "	82
88-91 " (3 mos.)		35	283-287 "	83
92-94 "		36	288-291 "	84
95-98 "		37	292-296 "	85
99-102 "		38	297-301 "	86
103-105 "		39	302-305 " (10 mos.)	87
106-109 "		40	306-310 "	88
110-113 "		41	311-314 "	89
114-116 "		42	315-319 "	90
117-120 "		43	320-323 "	91
121-124 " (4 mos.)		44	324-328 "	92
125-127 "		45	329-332 "	93
128-131 "		46	333-337 " (11 mos.)	94
132-135 "		47	338-342 "	95
136-138 "		48	343-346 "	96
139-142 "		49	347-351 "	97
143-146 "		50	352-355 "	98
147-149 "		51	356-360 "	99
150-153 " (5 mos.)		52	361-365 " (12 mos.)	100

### NOTICE

Don't fail to notify the home office of the company at Los Angeles, Calif., or its duly authorized representative, of every accident, however slight, immediately upon its occurrence.

If accident is fatal or involves serious injury, telegraph or telephone at company's expense, giving date of inquest if one is to be held.

Do not delay sending in notice because unable to give all information desired. Send a complete notice later.

## NATIONAL Automobile and Casualty Insurance Co.

LOS ANGELES  
(A Stock Company)

Workmen's Compensation  
and  
Employer's Liability

Automobile

All Forms of Public Liability

Surety and Fidelity Bonds

Plate Glass

All Forms of Burglary

## NATIONAL Automobile and Casualty Insurance Co.

LOS ANGELES  
(A Stock Company)

STANDARD AUTOMOBILE POLICY  
Combination Form

CA N° 619101

EXPIRES November 7th 19<sup>50</sup>

**HENRY H. KIYOMURA**  
**INSURANCE**

P. O. BOX 105 MTN. VIEW, CAL.  
PHONE M. V. 3123

**IMPORTANT**

Please read your policy.

# NATIONAL Automobile and Casualty Insurance Co.

FORMER POLICY

CODE 60-4905

No. CA 509274

LOS ANGELES

Henry H. Kiyomura

Ren. 1

A CALIFORNIA CORPORATION  
(HEREIN CALLED THE COMPANY)

### DECLARATIONS

Item 1. Name of Insured SHOJI TAKEDA

Address P.O. Box 2, Milpitas, Santa Clara, California  
(No. Street Town County State)

The named Insured is Individual  
(Individual, Corporation or Partnership; if latter, give names of partners)

Occupation of the named Insured is Farming-Self  
(If married woman, husband's business)

Garage: The automobile will be principally garaged in the above town, county and state, unless otherwise stated herein:  
No Exceptions

Loss Payee: Any loss under coverages D, E-1, E-2, E-3, E-4, F, G, H and I is payable as interest may appear to the named Insured and  
No Exceptions  
(Name and address)

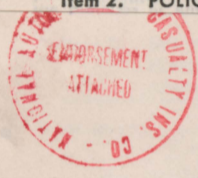
Item 2. POLICY PERIOD: From November 7th, 1949 to November 7th, 1950

### ENDORSEMENT

#### PRIVATE PASSENGER AUTOMOBILE CLASSIFICATIONS (Rating Information)

#### ENDORSEMENT EXCLUDING OPERATION BY MINORS AND STUDENTS (OTHER THAN NAMED INDIVIDUAL)

In consideration of the Premium at which this policy is written, it is hereby agreed that all insurance shall cease and be null and void as respects any automobile while operated by any student excepting HIROSHI TAKEDA or by any person under twenty-five years of age



- Class A-2 means
1. use of the automobile is not required by or customarily involved in the occupational duties of any person except in going to and from the principal place of occupation, and
  2. there is no operator of the automobile under 25 years of age resident in the named insured's household or employed as a chauffeur of the automobile.
- Class A-3 means

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THE POLICY AND ITS ENDORSEMENTS OTHER THAN AS ABOVE STATED.

This endorsement when countersigned by a duly authorized representative of the Company and attached to

Policy No. CA 619101 issued to SHOJI TAKEDA by the NATIONAL AUTOMOBILE AND CASUALTY INSURANCE CO. shall be valid and form a part of said policy.

Effective this 7th day of November 19 49 12:01 AM standard time.

[Signature]  
Secretary

[Signature]  
President  
End. #1

Countersigned at San Francisco, Calif. this 16th day of November 1949

[Signature]  
Authorized Representative.

FORM 4005 100M 4-49 S.F.

Item 5. Use: The purposes for which the automobile is to be used are  
(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. No Exceptions

Item 7. During the past year no insurer has canceled any automobile insurance issued to the named Insured, except as herein stated. No Exceptions

Countersigned at San Francisco, Calif. this 16th day of November, 1949

By [Signature]  
Authorized Representative.

CA No 619101

49 12:01 AM standard time.  
D. Mccluskey

ENDORSEMENT

STANDARD AUTOMOBILE POLICY  
Combination Form

# NATIONAL Automobile and Casualty Insurance Co.

ER POLICY  
CA 509274  
len. 1  
LOS ANGELES  
A CALIFORNIA CORPORATION  
(HEREIN CALLED THE COMPANY)  
CODE 60-4905  
Henry H. Kiyomura

### DECLARATIONS

Name of Insured: SHOJI TAKEDA  
P.O. Box 2, Milpitas, Santa Clara, California  
(No. Street Town County State)  
Individual  
The named Insured is: (Individual, Corporation or Partnership; if latter, give names of partners)  
Occupation of the named Insured is: Farming-Self  
(If married woman, husband's business)  
The automobile will be principally garaged in the above town, county and state, unless otherwise stated herein:  
No Exceptions  
See: Any loss under coverages D, E-1, E-2, E-3, E-4, F, G, H and I is payable as interest may appear to the named Insured and  
No Exceptions  
(Name and address)

POLICY PERIOD: From November 7th, 1949 to November 7th, 1950

### PRIVATE PASSENGER AUTOMOBILE CLASSIFICATIONS (Rating Information)

The Automobile is classified A-1, A-2 or A-3, as evidenced by whichever of such symbols precedes the trade name of the automobile in the declarations, on the basis of the company's information when the policy is written.

#### Class A-1 means

1. use of the automobile is not required by or customarily involved in the occupational duties of any person except in going to and from the principal place of occupation;
2. there is no operator of the automobile under 25 years of age resident in the named insured's household or employed as a chauffeur of the automobile, and
3. the estimated mileage of the automobile, including any replacement thereof, during the next twelve months is not over 7500 miles.

#### Class A-2 means

1. use of the automobile is not required by or customarily involved in the occupational duties of any person except in going to and from the principal place of occupation, and
2. there is no operator of the automobile under 25 years of age resident in the named insured's household or employed as a chauffeur of the automobile.

#### Class A-3 means

use of the automobile is not required by or customarily involved in the occupational duties of any person except in going to and from the principal place of occupation.

**Automobiles Owned by Farmers or Clergymen** — Provisions with respect to the use of the automobile in occupational duties do not apply to automobiles owned by farmers or clergymen.

# NATIONAL Automobile and Casualty Insurance Co.

LOS ANGELES

FORM 5005 25M 1-49 S.F.

1947	A-3 Plymouth	Deluxe 4 Dr. Sedan	\$ 26006359	6
F.O.B. List Price or Delivered Price at Factory		Actual Cost When Purchased Including Equipment	Purchased	
Rating Symbol		Month, Year	New or Used	The Automobile is Unencumbered Unless Otherwise Stated Herein:
\$ 2200.00		M 5/47	New	Encumbrance
				Installation Payments
				Number
				Amount of Each
				Due Date and Amount of Final Installment

Item 5. Use: The purposes for which the automobile is to be used are Business and Pleasure  
(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. No Exceptions

Item 7. During the past year no insurer has canceled any automobile insurance issued to the named Insured, except as herein stated. No Exceptions

Countersigned at San Francisco, Calif. this 16th day of November, 1949

FORM 5001B 4D 10M 4-49 S.F.  
BUREAU EDITION-12-1-47  
NATIONAL EDITION-2-48

By [Signature]  
Authorized Representative.

CA No 619101

3. The estimated mileage of the automobile, including any replacement tires, during the next twelve months employed as a chauffeur of the automobile under 32 years of age resident in the named insured's household or there is no operator of the automobile involved in the occupational duties of any person except in going to and from the principal place of occupation or anathematically involved in the trade or business of the insured or in going to and from the principal place of occupation or anathematically involved in the trade or business of the insured.

4. The use of the automobile is not restricted to any particular purpose or purposes.

5. The use of the automobile is not restricted to any particular purpose or purposes.

6. The use of the automobile is not restricted to any particular purpose or purposes.

7. The use of the automobile is not restricted to any particular purpose or purposes.

8. The use of the automobile is not restricted to any particular purpose or purposes.

9. The use of the automobile is not restricted to any particular purpose or purposes.

10. The use of the automobile is not restricted to any particular purpose or purposes.

12:01 AM standard time  
*B. Melland*  
 District

PRIVATE PASSENGER AUTOMOBILE CIVILIANIZATION  
 (Rating Information)

STANDARD AUTOMOBILE POLICY  
 Combination Form  
**NATIONAL**  
**Automobile and Casualty**  
**Insurance Co.**

CA 509274  
 Ren. 1  
 LOS ANGELES  
 A CALIFORNIA CORPORATION  
 (HEREIN CALLED THE COMPANY)  
 CODE 60-4905  
 Henry H. Kiyomura

CA No 619101

**DECLARATIONS**

Name of Insured: SHOJI TAKEDA  
 P.O. Box 2, Milpitas, Santa Clara, California  
 (No. Street Town County State)  
 Insured is: Individual  
 (Individual, Corporation or Partnership; if latter, give names of partners)  
 Occupation of the named Insured is: Farming-Self  
 (If married woman, husband's business)  
 Where the automobile will be principally garaged in the above town, county and state, unless otherwise stated herein:  
No Exceptions  
 Any loss under coverages D, E-1, E-2, E-3, E-4, F, G, H and I is payable as interest may appear to the named Insured and  
No Exceptions  
 (Name and address)

POLICY PERIOD: From November 7th, 1949 to November 7th, 1950  
 12:01 A. M., standard time at the address of the named Insured as stated herein.  
 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	PREMIUMS
A—Bodily Injury Liability	\$10,000.00 each person \$20,000.00 each accident	\$ 27.60
B—Property Damage Liability	\$ 5,000.00 each accident	\$ 16.50
C—Medical Payments	\$ each person	\$
D—Comprehensive—Loss of or damage to the Automobile, except by Collision or Upset but including Fire, Theft and Windstorm	(Insert amount or "Actual Cash Value") Actual Cash Value	\$ 9.00
E-1—Collision or Upset—Full or Deductible	Actual Cash Value less \$50.00 deductible	\$ 49.00
E-2—Collision or Upset—Convertible Additional Payment \$	Actual Cash Value	\$
E-3—Collision or Upset—Cumulative Insured's Aggregate Retention \$	Actual Cash Value	\$
E-4—Collision or Upset—20% Deductible	Actual Cash Value less 20% deductible	\$
F—Fire, Lightning and Transportation	(Insert amount or "Actual Cash Value") \$	\$
G—Theft—Broad Form	\$	\$
H—Windstorm, Earthquake, Explosion, Hail or Water	\$	\$
I—Combined Additional Coverage	\$	\$
J—Towing and Labor Costs	\$10 for each disablement	\$
ENDORSEMENTS	<u>Form 5005 Attached to Policy</u>	
	TOTAL PREMIUMS	\$ 102.10

Item 4. Description of the automobile and the facts respecting its purchase by the Named Insured: 88

Year of Model	Trade Name	Model	Body Type; Truck Size; Truck Load Capacity; Tank Gallonage Capacity or Bus Seating Capacity	Serial Number Motor Number	Number of Cylinders
1947	A-3 Plymouth	Deluxe 4	Dr. Sedan	S 26006359 M 715-357354	6

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	Due Date and Amount of Final Installment
\$	\$ 2200.00	M Y 5/47	New	\$		\$

Item 5. Use: The purposes for which the automobile is to be used are: Business and Pleasure  
 (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: No Exceptions

Item 7. During the past year no insurer has canceled any automobile insurance issued to the named Insured, except as herein stated: No Exceptions

Countersigned at San Francisco, Calif. this 16th day of November, 1949

FORM 5001B 4D 10M 4-49 S.F.  
 BUREAU EDITION-12-1-47  
 NATIONAL EDITION-2-48  
 By [Signature] Authorized Representative.

# NATIONAL Automobile and Casualty Insurance Co.

LOS ANGELES

(A Stock Insurance Company, herein called the company)

Does Hereby 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:

## 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—Full or Deductible

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—Collision or Upset—Convertible

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 E-3—Collision or Upset—Cumulative

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, in excess of the aggregate amount of the Insured's retention stated in the Declarations. For credit under the aggregate retention, the Insured must make immediate report to the company of any loss and file with the company a receipted bill for repairs within thirty days thereafter. When the Insured has expended the amount of the retention for repairs made necessary by collision or upset and has filed with the company satisfactory evidence thereof, the company will thereafter assume the total expense of all other collision or upset losses during the term of this coverage. In no event shall any retention credit of the Insured be considered as premium paid to the company, and the cancellation provisions of the policy shall apply only to the premium paid to the company.

### Coverage E-4—Collision or Upset—20% Deductible

To pay for direct and accidental loss of or damage to the automobile caused by collision of the automobile with another object or by upset of the automobile, but only for 80% of the first \$250.00 and for 100% of the amount in excess of \$250.00 of each such loss.

### 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.

### Coverage J—Towing and Labor Costs

To pay for towing and labor costs necessitated by the disablement of the automobile, provided the labor is performed at the place of disablement.

### 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 thereon until the company has paid tender 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;

### This Policy Does Not Apply:

- 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;
- under coverages A, B and C, to liability assumed by the Insured under any contract or agreement;
- 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;
- 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;
- 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;
- 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;
- under coverage B, to injury to or destruction of property owned by, rented to, in charge of or transported by the Insured;

### Conditions 1 to 19 inclusive apply only to the coverage or coverages noted thereunder.

- 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.
- 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.
- 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.
- 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.
- Limits of Liability**  
Coverages A, B and C  
The inclusion herein of more than one Insured shall operate to increase the limits of the company's liability.
- 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 representatives 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.
- 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.
- 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.
- 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.
- Medical Reports; Proofs and Payment of Claim**  
Coverage C  
As soon as practicable the injured person or any other person on his behalf shall give to the company a 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.
- Named Insured's Duties When Loss Occurs**  
Coverages D, E-1, E-2, E-3, E-4, F, G, H, I and J  
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.
- Appraisal**  
Coverages D, E-1, E-2, E-3, E-4, F, G, H, I and J  
If the named Insured and the company fail to agree as to the amount of loss, each shall, on written demand of either, make 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,

(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:

- 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. Automobile Defined, Trailers, Two or More Automobiles, Including Automobile 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 titled 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 insured 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, E-3, E-4, 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-1, E-2, E-3, E-4, F, G, H, I and J.

### 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 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 named person or organization. Insuring Agreement III, Definition of Insured, does not apply to this insurance.

(b) 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.

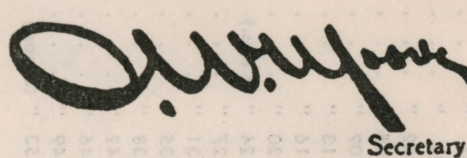
## EXCLUSIONS

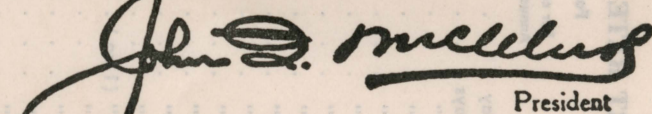
- under coverages D, E-1, E-2, E-3, E-4, F, G, H, I and J, while the automobile is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described in this policy;
- under coverages D, E-1, E-2, E-3, E-4, F, G, H, I and J to loss due to war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution or to confiscation by duly constituted governmental or civil authority;
- under coverages D, E-1, E-2, E-3, E-4, F, G, H, I and J, to any damage to the automobile which is due and caused by wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this policy;
- under coverages D, E-1, E-2, E-3, E-4, F, G, H, I and J, to robes, wearing apparel or personal effects;
- under coverages D, E-1, E-2, E-3, E-4, F, G, H, I and J, to tires unless damaged by fire or stolen or unless such loss be coincident with other loss covered by this policy;
- 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;
- under coverages E-1, E-2, E-3 and E-4, to breakage of glass if insured with respect to such breakage is otherwise afforded.

## CONDITIONS

- 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.
- Limit of Liability; Settlement Options; No Abandonment**  
Coverages D, E-1, E-2, E-3, E-4, 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 expense of such loss is less than the applicable limit of liability of the agreed or appraised value but there shall be no abandonment to the company.
- Payment for Loss; Action Against Company**  
Coverages D, E-1, E-2, E-3, E-4, F, G, H, I and J  
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 Benefit to Bailee**  
Coverages D, E-1, E-2, E-3, E-4, F, G, H, I and J  
The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or bailee liable for loss to the automobile.
- Assistance and Cooperation of the Insured**  
Coverages A, B, D, E-1, E-2, E-3, E-4, F, G, H, I and J  
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.
- Subrogation**  
Coverages A, B, D, E-1, E-2, E-3, E-4, F, G, H, I and J  
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.
- Other Insurance**  
Coverages A, B, D, E-1, E-2, E-3, E-4, F, G, H, I and J  
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 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, or as an Insured under a policy applicable with respect to said automobiles or otherwise.
- 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.
- 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 or 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 the President of the company and countersigned by a duly authorized representative of the company.
- Assignment**  
Assignment of interest under this policy shall not bind the named Insured shall die or be adjudged bankrupt or insolvent during 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.
- Cancellation**  
This policy may be canceled by the named Insured by surrendering thereof or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled 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 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 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.
- Terms of Premium 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.
- Texas Exception**  
If this policy is issued in or the Insured is a resident of Texas or the insurance afforded applies while the automobile is in the State of Texas, the word "sixty" in Condition I (c), Insured's Duties When Loss Occurs, shall read "ninety-one"; and when loss occurs, the Insured shall file proof of loss with the company within ninety-one days after the occurrence of loss.
- Declarations**  
By the statements in the declarations the named Insured agrees that the statements in the declarations are his agreements and representations, and 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 NATIONAL AUTOMOBILE AND CASUALTY INSURANCE Co. has caused this policy to be signed by its President and by its Secretary, but the same shall not be binding until countersigned by a duly authorized representative of the Company on the Declarations page.

  
Secretary

  
President

C O P Y

November 22, 1949

Mr. P. E. Fowler  
315 Montgomery Street  
San Francisco, California

Re: CA 619101  
Shoji Takeda

Dear Sir:

With reference to the above captioned policy which has recently been renewed I am wondering if it would be at all possible to attach FORM 4135-A instead of the present 4005 (MINORS AND STUDENT EXCLUSION ENDORSEMENT). The former exclusion to read in the following manner:

" In consideration of the premium charged -  
-----such insurance shall not apply while the described automobile is being operated by any person under 24 years of age other than a member of the named insured's immediate family".

I am aware you have been quite lenient on this case in the past for which Mr. Takeda is very appreciative, however, in the view of the endorsement practice on Mr. Takeda's other vehicles I thought perhaps his request could be granted.

I await your favorable reply regarding this very matter.

Very truly yours,

Henry H. Kiyomura

CC Mr. S. Takeda ✓