

TELEPHONE COLUMBIA 2118

Room 205, Porter Bldg.
2nd & E. Santa Clara St.,
San Jose 20, California

MOREY K. ASANUMA

ASSOCIATED WITH

HALLIN & HALLIN

INSURANCE

February 1, 1947

~~47 WEST SANTA CLARA STREET
SAN JOSE, CALIFORNIA~~

C. Takeda
Milpitas, California

National Auto. And Casualty Ins. Co. Policy No. C385299

\$150.00

2/3-47
M.K. T.

Expires Feb. 1, 1948

"NOW YOU CAN SMILE"

Feb 3 1947

Received of C. Taketa

One Hundred Eighty Six $\frac{71}{100}$ Dollars

and Int. & Comp. Int.

\$ $\begin{array}{r} 150 \\ 3671 \end{array}$

per. Account

TELEPHONE COLUMBIA 2118

Room 205, Porter Bldg.
2nd & E. Santa Clara St.,
San Jose 20, California

MOREY K. ASANUMA

ASSOCIATED WITH

HALLIN & HALLIN

INSURANCE

January 15, 1947

~~47 WEST SANTA CLARA STREET
SAN JOSE, CALIFORNIA~~

C. Takedo
Milpitas, Calif.

Globe Indemnity Company Endorsement to policy No. APL750177

\$36.71

*ld 2-3-47
M.K.A.*

"NOW YOU CAN SMILE"

AUTOMOBILE TRANSFER ENDORSEMENT No. 406247

In consideration of

| | |
|--------------------------|----------|
| AN ADDITIONAL PREMIUM OF | \$ 36.71 |
| A RETURN PREMIUM OF | \$ |

 the policy to which this endorsement is attached is hereby amended by the addition or elimination of the insurance for the automobiles described in the schedule below.

SCHEDULE

AUTOMOBILES TO BE ADDED

| Trade Name | TYPE OF BODY Truck Size — If Truck Seating Capacity — if Bus Gallage — if Tank | Model CLASS | Year | Serial or Engine No. | List Price | Additional Premium | | | Effective Date of Insurance |
|--------------|---|----------------|------|----------------------------|------------|--------------------|--------------------|-----------|-----------------------------------|
| | | | | | | Bodily Injury | Property Damage | Collision | |
| 1. FORD | 2 DR. SEDAN | A | 1930 | M#A-3405606 | | 9.78 | 5.87 | | 1-15-47 |
| 2. CHEVROLET | 1 1/2 TON TRUCK FLAT BED | | 1934 | S#6PC04-4403 M#T4200227 | | 14.41 | 6.65 | | 1-15-47 |

AUTOMOBILES TO BE ELIMINATED

| Trade Name | Serial or Engine No. | Return Premium | | | Date of Cancela- tion |
|------------|----------------------|------------------|--------------------|-----------|-----------------------------|
| | | Bodily Injury | Property Damage | Collision | |
| NONE | | | | | |

The alterations above mentioned shall take effect at 12:01 A.M. standard time on the dates shown in the schedule as the effective date of insurance or the date of cancellation as the case may be.

Nothing herein contained shall be held to waive, alter, vary, or extend any of the terms or provisions of this policy, except as herein stated, nor shall this endorsement bind the company until countersigned by a duly authorized representative of the company.

Attached to and hereby made a part of

Policy No. APL 750177 issued by the C. TAKEDO GLOBE Indemnity Company
to C. TAKEDO

Countersigned:

G.M. DeLaney
Authorized Representative

ASANUMA INSURANCE AGENCY
231 Jackson Street
San Jose, California
Telephone Columbia 4011

[Signature]

SECRETARY

IMPORTANT
Please Attach to Policy Contract

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 | 2 | 55 days | 29 |
| 2 days | 4 | 60 " or 2 months | 30 |
| 3 " | 5 | 65 " | 33 |
| 4 " | 6 | 70 " | 36 |
| 5 " | 7 | 75 " | 37 |
| 6 " | 8 | 80 " | 38 |
| 7 " | 9 | 85 " | 39 |
| 8 " | 9 | 90 " or 3 months | 40 |
| 9 " | 10 | 105 " | 46 |
| 10 " | 10 | 120 " or 4 months | 50 |
| 11 " | 11 | 135 " | 56 |
| 12 " | 11 | 150 " or 5 months | 60 |
| 13 " | 12 | 165 " | 66 |
| 14 " | 13 | 180 " or 6 months | 70 |
| 15 " | 13 | 195 " | 73 |
| 16 " | 14 | 210 " or 7 months | 75 |
| 17 " | 15 | 225 " | 78 |
| 18 " | 16 | 240 " or 8 months | 80 |
| 19 " | 16 | 255 " | 83 |
| 20 " | 17 | 270 " or 9 months | 85 |
| 25 " | 19 | 285 " | 88 |
| 30 " or 1 month | 20 | 300 " or 10 months | 90 |
| 35 " | 23 | 315 " | 93 |
| 40 " | 25 | 330 " or 11 months | 95 |
| 45 " | 27 | 345 " | 98 |
| 50 " | 28 | 360 " or 12 months | 100 |

NOTICE

Don't fail to notify the home office of the company at Los Angeles, Calif., or its duly authorized agent, 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 Workmen's Compensation
and Employer's Liability Policy**
CALIFORNIA

C 385299

EXPIRES **February 1st** 194 **8**

IMPORTANT

Certain relatives are excluded from coverage under this policy.

As to which relatives must be named to be covered, refer to agreement, limiting and restricting this insurance, "Relatives not insured" on Page 3 of your policy.

If coverage is desired on such relatives, they must be specifically endorsed on to this policy by name.

FORM 3204 10M

HALLIN & BOOKWALTER & ALLRED

IMPORTANT

Please read your policy.

NATIONAL Automobile and Casualty Insurance Co.

C 385299

FORMER POLICY

LOS ANGELES

No. C-350610

A CALIFORNIA CORPORATION (HEREIN CALLED THE COMPANY)

REN. 1

DECLARATIONS

HALLIN, BOOKWALTER & ALLRED

ITEM

- Name of this Employer: C. TAKEDA, AN INDIVIDUAL CODE 60-3682
P. O. Address: P. O. BOX 2
City: MILPITAS, CALIFORNIA (OFF MILPITAS ALVISO ROAD)
For the purpose of serving notice, as in the Policy provided, this Employer agrees that this address may be considered as both the residence and business address of this Employer or any representative upon whom notice may be served.
Individual, copartnership, corporation, or estate? INDIVIDUAL
 - The period, herein called the Policy Period, during which this Policy shall remain in force, unless cancelled as herein provided, shall be from FEBRUARY 1ST, 1947, at 12:01 AM, to FEBRUARY 1ST, 1948 at 12:01 A. M., standard time.
 - Locations of all factories, shops, yards, buildings, premises or other work places of this Employer, by Town or City, with Street and Number P. O. BOX 2, MILPITAS, (OFF MILPITAS ALVISO ROAD) AND ELSEWHERE IN CALIFORNIA
- All business operations, including the operative management and superintendence thereof, conducted at or from the locations and premises defined above as declared in each instance by a disclosure of estimated remuneration of employees under such of the following Divisions as are undertaken by this Employer:—1. All industrial operations upon the premises. 2. All office forces. 3. All repairs or alterations to premises. 4. Specially rated operations on the premises. 5. Operations not on the premises.



CALIFORNIA APPROVED FORM No. 12

FORM 4218-10M-2-46-APCO.

ENDORSEMENT AGREEMENT LIMITING AND RESTRICTING THIS INSURANCE

The insurance under this policy is limited as follows:
It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT EXTEND TO OR COVER:

Medical Transportation Not Covered The transportation of injured employees to sources where qualified medical and surgical treatment can be given to such injured employees, or the transportation of qualified surgeons to visit and treat injured employees at the premises of the Insured or the homes of the injured.

IT IS FURTHER UNDERSTOOD AND AGREED that the Insured will provide necessary transportation for injured employees to sources where qualified medical and/or surgical treatment can be given to such employees and/or will provide transportation for qualified surgeons to visit and treat injured employees at the premises of the Insured or the homes of the injured; such transportation in any case to be at the expense of the Insured, provided that the Company will pay such transportation expenses if the distance is not in excess of six miles; provided that, in cases where the National Automobile Insurance Company shall direct the removal of injured employees covered by this policy from the original source of treatment to other and subsequent sources for specialized treatment, the expense of such removal is to be borne by the National Automobile Insurance Company.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated.

Attached to and forming part of Policy No. C-385299 issued to C. TAKEDA by the NATIONAL AUTOMOBILE AND CASUALTY INSURANCE CO.

[Signature]
Secretary

[Signature]
END.#3
President

Dated at SAN FRANCISCO, CALIF., this 23RD day of JANUARY, 1947

By *[Signature]*
Authorized Agent

Failure to secure the payment of full compensation benefits to ALL EMPLOYEES is a misdemeanor. See Workmen's Compensation Laws (Section 3710 Labor Code).

earned by such persons, and in the absence of adequate payroll records substantiating such earnings the total contract price shall be deemed to be the total earnings: Provided, however, that if the entire contract shall be for the use of motor vehicles or farm machinery with drivers, chauffeurs, and their helpers, one-half of the contract price for furnishing such equipment and their operating crews shall be deemed to be the total earnings of such drivers, chauffeurs and their helpers in the absence of adequate payroll records substantiating the earnings of such employees. The foregoing provisions shall not apply in those cases where evidence, satisfactory to the company, is produced showing that workmen's compensation insurance has been separately provided for such persons.

In the event the Employer's payroll records do not clearly reveal accurate segregation in accordance with the above classifications, the entire payroll for the farm shall be segregated on the basis of proportionate acreages.

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. C-385299 issued to C. TAKEDA by the NATIONAL AUTOMOBILE AND CASUALTY INSURANCE CO. shall be valid and form part of said policy.

Effective this 1ST day of FEBRUARY, 1947 12:01 AM standard time.

[Signature]
Secretary

[Signature]
END.#2
President

Countersigned at SAN FRANCISCO, CALIF. this 23RD day of JANUARY, 1947

NATIONAL Automobile and Casualty Insurance Co.

C 385299

LOS ANGELES

A CALIFORNIA CORPORATION (HEREIN CALLED THE COMPANY)

DECLARATIONS

HALLIN, BOOKWALTER & ALLRED

TAKEDA, AN INDIVIDUAL CODE 60-3682

C. BOX 2

MILPITAS, CALIFORNIA (OFF MILPITAS ALVISO ROAD)

g notice, as in the Policy provided, this Employer agrees that this address may be considered as both the residence of the Employer or any representative upon whom notice may be served.

corporation, or estate? INDIVIDUAL

the Policy Period, during which this Policy shall remain in force, unless cancelled as herein provided, shall be

1947, at 12:01 AM, to FEBRUARY 1ST, 1948

e. shops, yards, buildings, premises or other work places of this Employer, by Town or City, with Street and Number

MILPITAS (OFF MILPITAS ALVISO ROAD) AND ELSEWHERE IN

including the operative management and superintendence thereof, conducted at or from the locations and premises each instance by a disclosure of estimated remuneration of employees under such of the following Divisions as are set forth:—1. All industrial operations upon the premises. 2. All office forces. 3. All repairs or alterations to premises. 4. Operations on the premises. 5. Operations not on the premises.

ENDORSEMENT

FARM SCHEDULE

FARMS - including all employees of whatever nature engaged upon or in connection with such farm including drivers, chauffeurs, outservants, inservants, occasional servants, also managers, superintendents, foremen and any persons engaged by or on behalf of the Employer to perform farm work for a price per unit, contract or measure.

CLASSIFICATION OF OPERATIONS

CODE NO. RATE

DAIRY FARMS and SHEEP RAISING

0036 2.93

Applies to all acreage devoted to producing milk or cream. Route drivers delivering bottled milk to retail customers and performing no other duties on the premises may be segregated and assigned 7372 (Creameries Route supervisor, salesmen, drivers, chauffeurs, and their helpers). The dairy farm classification shall also include acreage devoted to the raising of sheep and goats.

FIELD CROPS AND STOCK FARMS

0037 4.20

Applies to all acreage devoted to raising hay, alfalfa, all the cereal grains such as wheat, barley, rice, corn, and oats, all sorghums, flax, maize, dry peas and dry beans, AND SHALL ALSO INCLUDE the raising of cattle, horses, and hogs. Also cattle feeders and hog feeders.

ORCHARDS AND POULTRY FARMS

0016 2.30

Applies to all tree crops, deciduous and citrus fruits, nuts, and avocados: It shall also include acreage devoted to hops AND THE RAISING OF POULTRY, TURKEYS, RABBITS, OR SQUABS.

TRUCK FARMS AND VINEYARDS

0017 1.24

Applies to all garden vegetable crops and shall also include acreage devoted to cotton, potatoes, sugar beets, berries, flower and vegetable seeds AND ALL GRAPES (TABLE, WINE, OR RAISIN).

The employer shall pay premium for all persons performing any type of work for a price per unit, contract or measure. This premium shall be based upon the total remuneration earned by such persons, and in the absence of adequate payroll records substantiating such earnings the total contract price shall be deemed to be the total earnings: Provided, however, that if the entire contract shall be for the use of motor vehicles or farm machinery with drivers, chauffeurs, and their helpers, one-half of the contract price for furnishing such equipment and their operating crews shall be deemed to be the total earnings of such drivers, chauffeurs and their helpers in the absence of adequate payroll records substantiating the earnings of such employees. The foregoing provisions shall not apply in those cases where evidence, satisfactory to the company, is produced showing that workmen's compensation insurance has been separately provided for such persons.

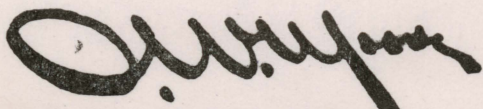
In the event the Employer's payroll records do not clearly reveal accurate segregation in accordance with the above classifications, the entire payroll for the farm shall be segregated on the basis of proportionate acreages.

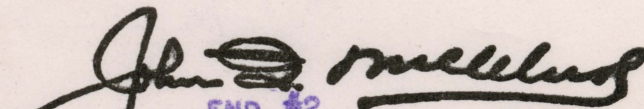
NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THE POLICY, AND ITS ENDORSEMENTS OTHER THAN AS ABOVE STATED.

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

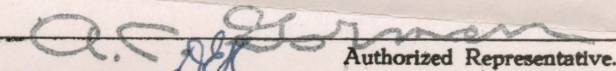
Policy No. C-385299 issued to C. TAKEDA by the NATIONAL AUTOMOBILE AND CASUALTY INSURANCE CO. shall be valid and form part of said policy.

Effective this 1ST day of FEBRUARY 1947, 12:01 AM standard time.


Secretary


END. #2
President

Countersigned at SAN FRANCISCO, CALIF. this 23RD day of JANUARY 1947


Authorized Representative.

NATIONAL Automobile and Casualty Insurance Co.

C 385299

LOS ANGELES

A CALIFORNIA CORPORATION (HEREIN CALLED THE COMPANY)

DECLARATIONS

HALLIN, BOOKWALTER & ALLRED

TAKEDA, AN INDIVIDUAL CODE 60-3682

P.O. BOX 2

MILPITAS, CALIFORNIA (OFF MILPITAS ALVISO ROAD)

g notice, as in the Policy provided, this Employer agrees that this address may be considered as both the residence Employer or any representative upon whom notice may be served.

corporation, or estate? INDIVIDUAL

the Policy Period, during which this Policy shall remain in force, unless cancelled as herein provided, shall be

1947, at 12:01 AM, to FEBRUARY 1ST, 1948

shops, yards, buildings, premises or other work places of this Employer, by Town or City, with Street and Number

MILPITAS, (OFF MILPITAS ALVISO ROAD) AND ELSEWHERE IN

including the operative management and superintendence thereof, conducted at or from the locations and premises each instance by a disclosure of estimated remuneration of employees under such of the following Divisions as are:—1. All industrial operations upon the premises. 2. All office forces. 3. All repairs or alterations to premises. on the premises. 5. Operations not on the premises.

Estimated Total Rate per \$100 of

OVERTIME REMUNERATION ENDORSEMENT

that:

Employer's (or Insured's) books are maintained so as to show separately, by employee and by classes of work covered by the Policy,

(a) the remuneration earned at regular rates of pay for total hours worked, and

(b) extra remuneration earned for overtime

the remuneration upon which premium for the Policy is based shall include all remuneration specified in subdivision (a) foregoing and shall not include any of the remuneration specified in subdivision (b) foregoing.

2. If the Employer's (or Insured's) books are maintained so as to show separately, by employee and by classes of work covered by the Policy,

(a) the remuneration earned at regular rates of pay for those hours worked when there is no overtime, and

(b) the remuneration earned at regular rates of pay and for overtime for those hours worked when there is overtime

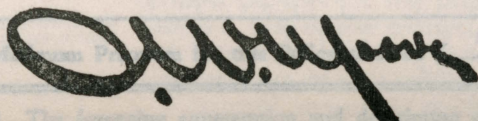
the remuneration upon which the premium for the Policy is based shall include all remuneration specified in subdivision (a) and two-thirds of the remuneration specified in subdivision (b) foregoing.

3. "Overtime" means those hours worked when there is an increase in rate of pay because of holidays, Saturdays, Sundays, the number of days worked in any one week, or the number of hours worked in one day.

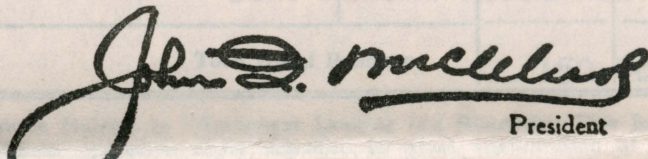
NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THE POLICY AND ITS ENDORSEMENTS OTHER THAN AS ABOVE STATED.

This endorsement when countersigned by a duly authorized representative of the Company and attached to Policy No. C 385299 issued to C. TAKEDA by the NATIONAL AUTOMOBILE AND CASUALTY INSURANCE CO. shall be valid and form part of said policy.

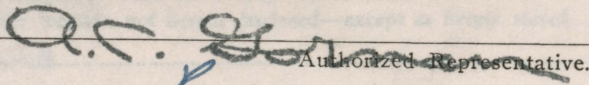
Effective this 1st day of February 1947, 12:01 am standard time.


Secretary

End. #1

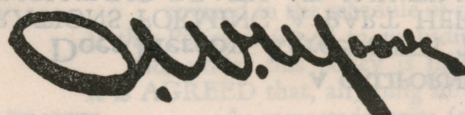

President

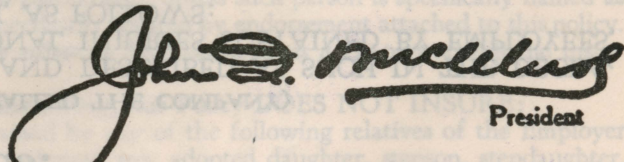
Countersigned at San Francisco, Calif. this 22nd day of January 1947


Authorized Representative

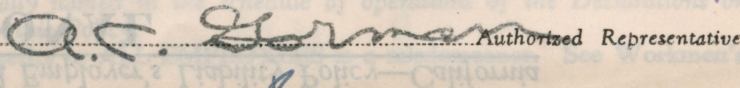
FORM 4224 50M 12-46 S.F.

In Witness Whereof the National Automobile and Casualty Insurance Co. has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company until countersigned by a duly authorized Representative of the Company.


Secretary


President

Countersigned at SAN FRANCISCO, CALIF. this 23rd day of JANUARY 1947


Authorized Representative

Form 4201—C-375001 - C-395000—5-46 ©

NATIONAL Automobile and Casualty Insurance Co.

C 385299

LOS ANGELES

A CALIFORNIA CORPORATION (HEREIN CALLED THE COMPANY)

DECLARATIONS

HALLIN, BOOKWALTER & ALLRED

TAKEDA, AN INDIVIDUAL

CODE 60-3682

P.O. BOX 2

MILPITAS, CALIFORNIA (OFF MILPITAS ALVISO ROAD)

g notice, as in the Policy provided, this Employer agrees that this address may be considered as both the residence Employer or any representative upon whom notice may be served.

corporation, or estate? INDIVIDUAL

the Policy Period, during which this Policy shall remain in force, unless cancelled as herein provided, shall be

1947, at 12:01 AM, to FEBRUARY 1ST, 1948

shops, yards, buildings, premises or other work places of this Employer, by Town or City, with Street and Number

MILPITAS, (OFF MILPITAS ALVISO ROAD) AND ELSEWHERE IN

including the operative management and superintendence thereof, conducted at or from the locations and premises each instance by a disclosure of estimated remuneration of employees under such of the following Divisions as are:—1. All industrial operations upon the premises. 2. All office forces. 3. All repairs or alterations to premises. on the premises. 5. Operations not on the premises.

CLASSIFICATION OF OPERATIONS

Estimated Total Annual Remuneration

Rate per \$100 of Remuneration

Estimated Premium

TRUCK FARMS AND VINEYARDS
ENDORSEMENT #2 ATTACHED

20000.00

1.24

150.00
DEPOSIT

1. SHOJI TAKEDA - HUSBAND OF THE INSURED.

(IF RESIDING IN THE HOUSEHOLD OF THE NAMED EMPLOYER OR ON PREMISES OWNED OR CONTROLLED BY THE EMPLOYER, THE REMUNERATION SHALL NOT BE LESS THAN \$30.00 PER WEEK (ANY PART OF A WEEK TO BE CONSIDERED A FULL WEEK) AND THE RATE TO BE CHARGED SHALL BE THE RATE APPLICABLE TO THE HIGHEST RATED HAZARD TO WHICH HE IS EXPOSED)

FORM 4224 ATTACHED TO POLICY

SEMI-ANNUAL ADJUSTMENT

Minimum Premium for this Policy shall be \$ 50.00

Total Initial Premium

150.00

4. The foregoing enumeration and description of employees include all persons (subject to "Agreement Limiting and Restricting This Insurance") employed in the service of this employer in connection with the business operations above described to whom remuneration of any nature in consideration of service is paid, allowed or due, together with an estimate for the Policy Period of all such remuneration. The foregoing estimates of remuneration are offered for the purpose of computing the initial premium. The company shall be permitted to examine the books of this Employer at any time during the policy period and any extension thereof and within one year after its final termination so far as they relate to the remuneration earned by any employees of this Employer while the Policy was in force.

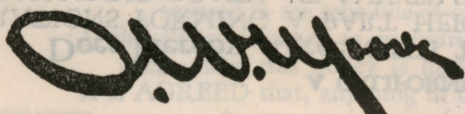
5. This Employer is conducting no other business operations at this or any other location not herein disclosed—except as herein stated:

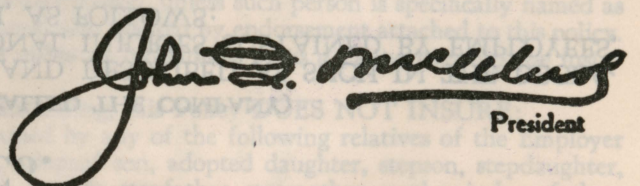
NO EXCEPTIONS

6. No similar insurance has been cancelled by any insurance carrier during the past year—except as herein stated:

NO EXCEPTIONS

In Witness Whereof the National Automobile and Casualty Insurance Co. has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company until countersigned by a duly authorized Representative of the Company.


Secretary


President

Countersigned at SAN FRANCISCO, CALIF. this 23RD day of JANUARY 1947

**NATIONAL
Automobile and Casualty
Insurance Co.**

LOS ANGELES
A CALIFORNIA CORPORATION (HEREIN CALLED THE COMPANY)

Does Hereby Agree WITH THIS EMPLOYER, NAMED AND DESCRIBED AS SUCH IN THE DECLARATIONS FORMING A PART HEREOF, AS RESPECTS PERSONAL INJURIES SUSTAINED BY EMPLOYEES, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, AS FOLLOWS:

COMPEN- SATION ONE. (a) TO PAY PROMPTLY to any person entitled thereto, under the Workmen's Compensation Law and in the manner therein provided, the entire amount of any sum due, and all installments thereof as they become due, as herein cited and described and none other:

Divisions IV and V, Labor Code of the State of California (except the increase in any award under the provisions of Section 4553 thereof, insurance of such increase being prohibited by Section 11661, Insurance Code of the State of California) and all laws amendatory thereof or supplementary thereto which may be or become effective while this policy is in force. All the foregoing, subject to such exceptions, is, for the purpose of this insurance, called the Workmen's Compensation Law.

(1) To such person because of the obligation for compensation for any such injury imposed upon or accepted by this employer under such of certain statutes as may be applicable thereto, cited and described in this policy, each of which statutes is herein referred to as the Workmen's Compensation Law, and

(2) For the benefit of such person the proper cost of whatever medical, surgical, nurse, or hospital services, medical or surgical apparatus or appliances and medicines, or, in the event of fatal injury, whatever funeral expenses are required by the provisions of such Workmen's Compensation Law.

It is agreed that all the provisions of each Workmen's Compensation Law covered hereby shall be and remain a part of this contract as fully and completely as if written herein, so far as they apply to compensation or other benefits for any personal injury or death covered by this policy, while this policy shall remain in force. Nothing herein contained shall operate to so extend this policy as to include within its terms any Workmen's Compensation Law, scheme or plan not cited in this policy.

LIABILITY FOR DAMAGES

ONE. (b) TO INDEMNIFY this employer against loss by reason of the liability imposed upon him by law for damages on account of such injuries to such of said employees as are legally employed wherever such injuries may be sustained within the territorial limits of the United States of America or the Dominion of Canada. In the event of the bankruptcy or insolvency of this employer the company shall not be relieved from the payment of such indemnity hereunder as would have been payable but for such bankruptcy or insolvency. If, because of such bankruptcy or insolvency, an execution against this employer is returned unsatisfied in an action brought by the injured, or by another person claiming by, through or under the injured, then an action may be maintained by the injured, or by such other person claiming by, through or under the injured, against the company under the terms of this policy for the amount of the judgment in said action not exceeding the amount of this policy.

INSPECTION SERVICE

TWO. TO SERVE this employer (a) by the inspection of work places covered by the policy when and as deemed desirable by the company and thereupon to suggest to this employer such changes or improvements as may operate to reduce the number or severity of injuries during work, and (b), upon notice of such injuries, by investigation thereof and by settlement of any resulting claims in accordance with law.

DEFENSE

THREE. TO DEFEND, in the name and on behalf of this employer, any suits or other proceedings which may at any time be instituted against him on account of such injuries, including suits or other proceedings alleging such injuries and demanding damages or compensation therefor, although such suits, other proceedings, allegations or demands are wholly groundless, false or fraudulent.

COSTS AND EXPENSES

FOUR. TO PAY all costs taxed against this employer in any legal proceeding defended by the company, all interest accruing after entry of judgment and all expenses incurred by the company for investigation, negotiation or defense.

EMPLOYEES COVERED

FIVE. THIS AGREEMENT SHALL APPLY to such injuries sustained by any person or persons employed by this employer whose entire remuneration shall be included in the total actual remuneration for which provision is hereinafter made, upon which remuneration the premium for this policy is to be computed and adjusted.

INJURIES COVERED

SIX. THIS AGREEMENT SHALL APPLY to such injuries so sustained by reason of the business operations described in said declarations which, for the purpose of this insurance, shall include all operations necessary, incident or appurtenant thereto, or connected therewith, whether such operations are conducted at the work places defined and described in said declarations or elsewhere in connection with, or in relation to, such work places.

POLICY PERIOD

SEVEN. THIS AGREEMENT SHALL APPLY ONLY to such injuries so sustained by reason of accidents occurring during the policy period limited and defined as such in Item 2 of said declarations.

THE CONTRACT

EIGHT. This policy, including all endorsements or riders hereon, constitutes the entire contract of Workmen's Compensation Insurance. No condition, provision, agreement, or understanding not set forth in the policy or in such endorsement or rider shall effect such contract or any rights, duties, or privileges arising therefrom.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS:

BASIS OF PREMIUM

A. The premium is based upon the entire remuneration earned, during the policy period, by all employees (subject to "Agreement Limiting and Restricting This Insurance") of this employer engaged in the business operations described in said declarations, together with all operations necessary, incident or appurtenant thereto, or connected therewith whether conducted at such work places or elsewhere in connection therewith or in relation thereto. If any operations as above defined are undertaken by this employer but are not described or rated in said declarations, this employer agrees to pay the premium thereon, at the time of the final adjustment of the premium in accordance with Condition C hereof, at the rates, and in compliance with the rules, of the Manual of Rates in use by the company upon the date of issue of this policy. At the end of the policy period the actual amount of the remuneration earned by employees during such period shall be exhibited to the company, as provided in Condition C hereof, and the earned premium adjusted in accordance therewith at the rates and under the conditions herein specified. If the earned premium, thus computed, is greater than the advance premium paid, this employer shall immediately pay the additional amount to the company; if less, the company shall return to this employer the unearned portion, but in any event the company shall retain the minimum premium stated in said declarations. All premiums provided by this policy, or by any endorsement hereon, shall be fully earned whether any such Workmen's Compensation Law, or any part of such, is now or shall hereafter be declared invalid or unconstitutional.

ADJUSTMENT OF PREMIUM

BOARD AND LODGING

If this employer furnishes board or lodging to any employee, the value thereof shall be included in the remuneration on which the premium is based at not less than the following amounts: (1) for board only, \$30 per month; (2) for lodging only, \$6 per month; (3) for both board and lodging, \$36 per month. When board furnished consists of less than three meals a day, the foregoing value of board may be pro-rated.

TIPS

When gratuities or tips are received in any employment or occupation from persons other than the employer, the basis for calculating the remuneration earned by such employee within the meaning of this policy shall be the actual earnings of this employee excluding tips, subject to an assumed minimum wage of \$3.00 per day per employee (part of a day to be considered a full day), and the value of board and lodging if furnished.

RATE CHANGES

This Policy is issued by the Company and is accepted by this employer with the agreement that the Company agrees to allow any reduction in the rates of premium which may be promulgated by the California Inspection Rating Bureau under any rating plan approved by the Insurance Commissioner of California; the employer agrees to accept any increase in such rates which may be so promulgated and approved. The effective date of any such reduction or increase shall be the effective date thereof fixed by the Insurance Commissioner.

It is further understood and agreed that (subject to the approval of the Insurance Commissioner), the rates of premium are subject to change, if, during the term of this Policy, any amendments affecting the benefits provided by the Workmen's Compensation Laws become effective; such change, if any, to be expressed by an endorsement naming the effective date thereof.

CANCELLATION

B. This policy may be canceled at any time by either of the parties upon written notice to the other party stating when, not less than ten (10) days thereafter, cancellation shall be effective. The effective date of such cancellation shall then be the end of the policy period. The law of any state, in which this policy applies, which requires that notice of cancellation shall be given to any board, commission or other state agency is hereby made a part of this policy and cancellation in such state shall not be effective except in compliance with such law. The remuneration of employees for the policy period stated in said declarations shall be computed upon the basis of the actual remuneration to the date of cancellation determined as herein provided. If such cancellation is at the company's request, the earned premium shall be adjusted *pro rata* as provided in Condition A, except, that in the event of cancellation because of the failure of the assured to comply with the policy provisions as to payroll reports, payroll records, or premium payment, the company shall be entitled to retain the entire minimum premium. If such cancellation is at this employer's request, the earned premium shall be computed and adjusted at short rates, in accordance with the table printed hereon, but such short rate premium shall not be less than the minimum premium stated in said declarations. If this employer when requesting cancellation is actually retiring from the business herein described, then the earned premium shall be computed and adjusted *pro rata*. Notice of cancellation shall be served upon this employer as the law requires, but, if no different requirement, notice mailed to the address of this employer herein given shall be a sufficient notice, and the check of the company, similarly mailed, a sufficient tender of any unearned premium.

INSPECTION AND AUDIT

C. The company shall be permitted, at all reasonable times during the policy period, to inspect the plants, works, machinery and appliances covered by this policy, and to examine this employer's books at any time during the policy period, and any extension thereof, and within one year after its final expiration, so far as they relate to the remuneration earned by any employees of this employer while this policy was in force.

COMPANY OBLIGATION

D. The obligations of Paragraph ONE (a) foregoing are hereby declared to be the direct obligations and promises of the Company to any injured employee covered hereby, or, in the event of his death, to his dependents; and to each such employee or such dependent the Company is hereby made directly and primarily liable under said obligations and promises. This contract is made for the benefit of such employees or such dependents and is enforceable against the Company, by any such employee or such dependent in his name or on his behalf, at any time and in any manner permitted by law, whether claims or proceedings are brought against the Company alone or jointly with this Employer. If the law of any state in which the Policy is applicable provides for the enforcement of the rights of such employees or such dependents by any Commission, Board or other state agency for the benefit of such employees or such dependents, then the provisions of such law are made a part hereof, as respects any matter subject thereto, as fully as if written herein. The obligations and promises of the Company as set forth in this paragraph shall not be affected by the failure of this Employer to do or refrain from doing any act required by the Policy; nor by any default of this Employer after the accident in the payment of premiums or in the giving of any notice required by the Policy or otherwise; nor by the death, insolvency, bankruptcy, legal incapacity or inability of this Employer, nor by any proceeding against him as a result of which the conduct of this Employer's business may be and continue to be in charge of an executor, administrator, receiver, trustee, assignee, or other person.

KNOWLEDGE AND JURISDICTION OF EMPLOYER DEEMED KNOWLEDGE AND JURISDICTION OF COMPANY

E. As between the employee and the company, notice to or knowledge of this employer of an injury or death covered hereby shall be notice or knowledge as the case may be of the company; the jurisdiction of this employer for the purposes of any Workmen's Compensation Law covered hereby shall be jurisdiction of the company and the company shall in all things be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against this employer in the form and manner provided by such laws and within the terms, limitations and provisions of this policy not inconsistent with such laws.

NOTICE TO COMPANY

F. This employer, upon the occurrence of an accident, shall give immediate written notice thereof to the company with the fullest information obtainable. He shall give like notice with full particulars of any claim made on account of such accident. If, thereafter, any suit or other proceeding is instituted against this employer, he shall immediately forward to the company every summons, notice or other proceeding served upon him. Nothing elsewhere contained in this policy shall relieve this employer of his obligations to the company with respect to notice as herein imposed upon him.

ACTION AGAINST COMPANY

G. No action shall lie against the company to recover upon any claim or for any loss under Paragraph ONE (b) foregoing unless brought after the amount of such claim or loss shall have been fixed and rendered certain either by final judgment against this employer after trial of the issue or by agreement between the parties with the written consent of the company, nor in any event unless brought within two years thereafter.

SPECIFIC STATUTORY PROVISIONS

H. If the method of serving notice of cancellation, or the limit of time for notice of accident or for any legal proceeding herein contained is at variance with any specific statutory provision in relation thereto, in force in the state in which any of the business operations herein described are conducted, such specific statutory provision shall supersede any such condition in this contract inconsistent therewith.

POLICY NOT ASSIGNABLE

I. The interest of the employer under this policy cannot be assigned to any other person or organization.

CONCURRENT INSURANCE

J. If this employer carries any other insurance covering a claim covered by this policy, he shall not recover from the company a larger proportion of any such claim than the sum hereby insured bears to the whole amount of valid and collectible insurance.

SUBROGATION

K. The company shall be subrogated in case of any payment under this policy, to the extent of such payment, to all rights of recovery therefor vested by law either in this employer or in any employee or his dependents claiming hereunder, against persons, corporations, associations or estates.

CHANGES

L. No condition or provision of this policy shall be waived or altered except by endorsement attached hereto signed by the president, a vice-president, secretary, or assistant secretary of the company, or the superintendent of its liability department; nor shall notice to any agent, nor shall knowledge possessed by an agent, or by any other person, be held to effect a waiver or change in any part of this contract.

DECLARATIONS BY EMPLOYER

M. The statements in Items 1 to 6 inclusive, in the declarations herein contained, are true; those stated as estimates only are believed to be true. This policy is issued upon such statements and in consideration of the provisions of the policy respecting its premium and the payment of the premium in such declarations expressed.

AGREEMENT LIMITING AND RESTRICTING THIS INSURANCE

If this Policy is issued to a Corporation the insurance under this policy is limited as follows:

It is AGREED that, anything in this Policy to the contrary notwithstanding, this Policy DOES NOT INSURE:

As respects injuries (or death resulting therefrom) sustained by any person having the title of *President*, any *Vice-President*, *Secretary*, *Assistant Secretary*, *Treasurer* or *Assistant Treasurer* of this Employer, or any combination of such titles, with or without other titles, irrespective of the work performed by such person, unless specifically included by statement in the schedule of operations of the Declarations or specifically insured by Endorsement attached to this Policy.

If this Policy is issued to a Firm, Association, or Co-partnership the insurance under this policy is limited as follows:

It is AGREED that, anything in this Policy to the contrary notwithstanding, this Policy DOES NOT INSURE:

As respects injuries (or death resulting therefrom) sustained by any employee who may also be a member of the firm, association, or co-partnership named as the Insured Employer herein, even though such person be a silent member of the firm, association, or co-partnership or a working member of the firm, association, or co-partnership receiving wages irrespective of profits from such firm, association, or co-partnership, unless such person is specifically named as covered in the schedule of operations of the Declarations or specifically insured by endorsement attached to this policy.

If this Policy is issued to an Individual or to a Husband and Wife either as Individuals or as a Co-partnership the insurance under this policy is limited as follows:

It is AGREED that, anything in this Policy to the contrary notwithstanding, this Policy DOES NOT INSURE:

As respects injuries (or death resulting therefrom) sustained by any of the following relatives of the Employer and/or his or her spouse, i. e., husband, wife, son, daughter, adopted son, adopted daughter, stepson, stepdaughter, grandson, granddaughter, son-in-law, daughter-in-law, father, mother, stepfather, stepmother, mother-in-law, father-in-law, grandfather, grandmother, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, uncle, aunt, nephew, or niece, unless such relative is specifically named in the schedule of operations of the Declarations or specifically insured by Endorsements attached to this Policy.

Failure to secure the payment of full compensation benefits to ALL EMPLOYEES is a misdemeanor. See Workmen's Compensation Laws (Section 3710 of the Labor Code).

EXECUTIVE OFFICERS NOT INSURED

MEMBERS OF FIRM NOT INSURED

RELATIVES NOT INSURED