

NATIONAL Automobile and Casualty Insurance Co.

FORMER POLICY

No. New

LOS ANGELES

A CALIFORNIA CORPORATION
(HEREIN CALLED THE COMPANY)

CODE 60 4905

CA No 520011

DECLARATIONS

Item 1. Name of Insured

SHOJI TAKEDA

Henry H. Kiyomura

Address

P. O. Box 2, Milpitas, Santa Clara, California

Garage: The automobile will be principally garaged in the above town, county and state, unless otherwise stated herein:

Occupation of the Named Insured is

Farming
(If Married Woman, Give Husband's Occupation)

Name and Address of Employer

Self

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

Item 2. Policy Period: From

January 21st

(Name and Address)

12:01 A.M. Standard Time, at the address of the Named Insured, 19 49 to January 21st

Item 3. The

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

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

WARRANTY NO. 1

Subject to the territorial limitations of such policy, the regular and frequent use of the commercial type vehicle(s) described in such policy is and will be confined to the territory within

50 miles the date of accident for necessary medical, surgical, hospital, nursing, ambulance, or other expenses incurred by the named insured or any person using the automobile if the automobile is being used by the named insured or

(INSERT "50 MILES" OR "150 MILES" OR "NO SPECIAL MILEAGE")

of Milpitas, California

(INSERT CITY, TOWN, OR PLACE OF PRINCIPAL GARAGING)

WARRANTY NO. 2

The Commercial type vehicle(s) described in such Policy

is not and will not be

(INSERT WORDS "IS AND WILL BE" OR "IS NOT AND WILL NOT BE")

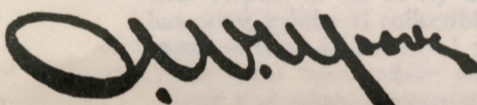
used primarily for the transportation of inflammable liquids or inflammable gases.

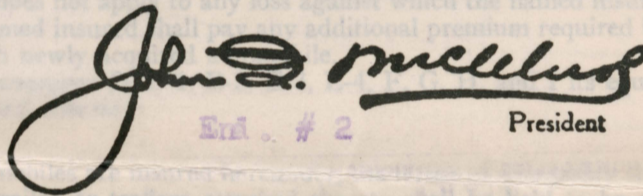
NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THE POLICY AND ITS ENDORSEMENTS OTHER THAN AS ABOVE STATED.

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

Policy No. CA 520011 issued to SHOJI TAKEDA by the NATIONAL AUTOMOBILE AND CASUALTY INSURANCE CO. shall be valid and form part of said policy.

Effective this 21st day of January, 19 49, 12:01 AM standard time.


Secretary


End. # 2 President

Countersigned at San Francisco, Calif this 17th day of February, 19 49

By A.C. Gorman
Authorized Representative.

FORM 4170B 10M 12-48 S. F.

insured includes (1) such named insured, (2) the spouse of such individual if a resident of the same household and (3) any other person or organization legally responsible for the use by such named insured or spouse of an automobile not owned or hired by such other person or organization. Insuring Agreement III, Definition of Insured, does not apply to this insurance.

(b) This insuring agreement does not apply:

- (1) to any automobile owned by, hired as part of a frequent use of hired automobiles by, or furnished for regular use to the named insured or a member of his household other than a private chauffeur or domestic servant of the named insured or spouse;
- (2) to any automobile while used in the business or occupation of the named insured or spouse except a private passenger automobile operated or occupied by such named insured, spouse, chauffeur or servant;
- (3) to any accident arising out of the operation of an automobile repair shop, public garage, sales agency, service station or public parking place;
- (4) under coverage 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.

5. In exclusion (c) the words "named insured" are amended to read "insured."

6. Exclusion (d) is amended to read as follows:

(d) under coverages A and C, to bodily injury to or sickness, disease or death of any employee of the insured while engaged in the employment, other than domestic, of the insured or in domestic employment if benefits therefor are either payable or required to be provided under any workmen's compensation law;

7. The insurance under coverages A and B with respect to temporary substitute automobiles under Insuring Agreement IV or other automobiles under Insuring Agreement V shall be excess insurance over any other valid and collectible insurance available to the insured, either as an insured under a policy applicable with respect to said automobiles or otherwise.

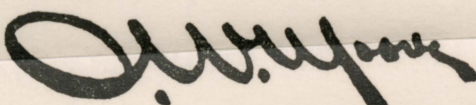
The insurance afforded under coverage C with respect to other automobiles under Insuring Agreement V shall be excess insurance over any other valid and collectible medical payments insurance applicable thereto.

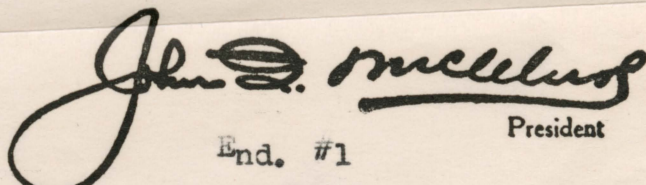
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Effective this 21st day of January, 19 49, 12:01 am standard time.


Secretary


End. #1 President

Countersigned at San Francisco, Calif this 17th day of February, 19 49

By A.C. Gorman
Authorized Representative.

FORM 4955-A 25M 9-48 S. F.
BUREAU EDITION—DEC. 1947

NATIONAL Automobile and Casualty Insurance Co.

LOS ANGELES

A CALIFORNIA CORPORATION
(HEREIN CALLED THE COMPANY)

CODE 60 4905

CA No 520011

DECLARATIONS

Insured SHOJI TAKEDA
P. O. Box 2, Milpitas, Santa Clara, California
 (No.) (Street) (Town) (County) (State)
 The automobile will be principally garaged in the above town, county and state, unless otherwise stated herein:
 of the Named Insured is Farming
 (If Married Woman, Give Husband's Occupation)
 Address of Employer Self
 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
 From January 21st 19 49 to January 21st 19 50
 (Name and Address)
 Standard Time, at the address of the Named Insured as stated herein.

AMENDMENT OF AUTOMOBILE POLICY

Agreed that the policy is amended as follows:

The words "bodily injury," and the word "injury" when referring to bodily injury, include "sickness or disease."

Coverage C—Medical Payments is amended to read as follows:

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.

3. In Insuring Agreement III Definition of "Insured" divisions (a) and (b) do not apply.

4. Insuring Agreement IV, Automobile Defined, Trailers, Two or More Automobiles, Insuring Agreement V, Use of Other Private Passenger Automobiles, Insuring Agreement VI, Temporary Use of Substitute Automobile, and Insuring Agreement IX, Automatic Insurance for Newly Acquired Automobiles, are replaced by the following:

IV AUTOMOBILE DEFINED, TRAILERS, TWO OR MORE AUTOMOBILES, INCLUDING AUTOMATIC INSURANCE.

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

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

The word "automobile" also includes under coverages D, E-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 for medical payments with respect to said automobile applies with respect to any other automobile, subject to the following provisions:

(a) With respect to the insurance for bodily injury liability and for property damage liability the unqualified word "insured" includes (1) such named insured, (2) the spouse of such individual if a resident of the same household and (3) any other person or organization legally responsible for the use by such named insured or spouse of an automobile not owned or hired by such other person or organization. Insuring Agreement III, Definition of Insured, does not apply to this insurance.

(b) This insuring agreement does not apply:

- (1) to any automobile owned by, hired as part of a frequent use of hired automobiles by, or furnished for regular use to the named insured or a member of his household other than a private chauffeur or domestic servant of the named insured or spouse;
- (2) to any automobile while used in the business or occupation of the named insured or spouse except a private passenger automobile operated or occupied by such named insured, spouse, chauffeur or servant;
- (3) to any accident arising out of the operation of an automobile repair shop, public garage, sales agency, service station or public parking place;
- (4) under coverage 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.

5. In exclusion (c) the words "named insured" are amended to read "insured."

6. Exclusion (d) is amended to read as follows:

(d) under coverages A and C, to bodily injury to or sickness, disease or death of any employee of the insured while engaged in the employment, other than domestic, of the insured or in domestic employment if benefits therefor are either payable or required to be provided under any workmen's compensation law;

7. The insurance under coverages A and B with respect to temporary substitute automobiles under Insuring Agreement IV or other automobiles under Insuring Agreement V shall be excess insurance over any other valid and collectible insurance available to the insured, either as an insured under a policy applicable with respect to said automobiles or otherwise.

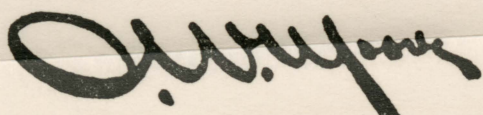
The insurance afforded under coverage C with respect to other automobiles under Insuring Agreement V shall be excess insurance over any other valid and collectible medical payments insurance applicable thereto.

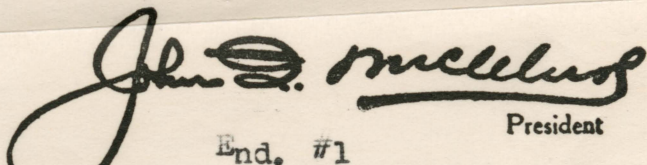
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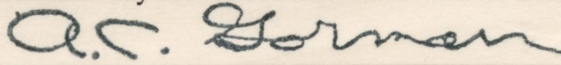
Policy No. Ca 520011 issued to SHOJI TAKEDA
 by the NATIONAL AUTOMOBILE AND CASUALTY INSURANCE CO. shall be valid and form part of said policy.

Effective this 21st day of January 19 49 12:01 am standard time.


Secretary


President
End. #1

Countersigned at San Francisco, Calif. this 17th day of February 19 49


Authorized Representative.

NATIONAL Automobile and Casualty Insurance Co.

LOS ANGELES

A CALIFORNIA CORPORATION
(HEREIN CALLED THE COMPANY)

CODE 60 4905

CA No 520011

DECLARATIONS

Henry H. Kiyomura

Insured

SHOJI TAKEDA

P. O. Box 2, Milpitas, Santa Clara, California

(No.) (Street) (Town) (County) (State)

The automobile will be principally garaged in the above town, county and state, unless otherwise stated herein:

of the Named Insured is

Farming
(If Married Woman, Give Husband's Occupation)

Address of Employer

Self

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

From January 21st 19 49 to January 21st 19 50
(Name and Address)

Standard Time, at the address of the Named Insured as stated herein.

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

COVERAGES	LIMITS OF LIABILITY	PREMIUMS
A—Bodily Injury Liability	\$ <u>10,000.00</u> each person	
	\$ <u>20,000.00</u> each accident	\$ <u>35.65</u>
B—Property Damage Liability	\$ <u>5,000.00</u> each accident	\$ <u>22.00</u>
C—Medical Payments	\$ <u>500.00</u> each person	\$ <u>6.00</u>
D—Comprehensive—Loss of or damage to the Automobile, except by Collision but including Fire, Theft and Windstorm	\$ (Insert amount or "Actual Cash Value")	
E-1—Collision or Upset—Full or Deductible	Actual Cash Value less \$ <u>50.00</u> deductible	\$ <u>68.00</u>
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	\$ <u>Actual Cash Value</u>	\$ <u>20.00</u>
G—Theft—Broad Form	\$ <u>Actual Cash Value</u>	\$ <u>5.00</u>
H—Windstorm, Earthquake, Explosion, Hail or Water	\$	\$
I—Combined Additional Coverage	\$	\$
J—Towing and Labor Costs	\$10 for each disablement	\$
ENDORSEMENTS <u>Form 4955-A attached to policy</u>		
TOTAL PREMIUMS		\$ <u>156.65</u>

Item 4. Description of the automobile and the facts respecting its purchase by the Named Insured: 88 2433

Year of Model	Trade Name	Model	Body Type; Truck Size; Tank Gallonage Capacity or Bus Seating Capacity	Serial Number Motor Number	Number of Cylinders
<u>1948</u>	<u>M GMC</u>	<u>152</u>	<u>3/4 ton Pickup</u>	S <u>11493</u> M <u>B228209745</u>	<u>6</u>

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	Installment Payments	Due Date and Amount of Final Installment
Rating Symbol.....	\$ <u>2069.92</u>	M <u>1</u> Y <u>49</u>	<u>New</u>	\$	Number Amount of Each	\$

Item 5. Use: The purposes for which the automobile is to be used are Commercial
(a) The term "pleasure and business" is defined as personal, pleasure, family and business use. (b) The term "commercial" is defined as use principally in the business occupation of the Named Insured as stated in Item 1, including occasional use for personal, pleasure, family and other business purposes. (c) Use of the automobile for the purposes stated includes the loading and unloading thereof.

Item 6. Except with respect to bailment lease, conditional sale, mortgage or other encumbrance the Named Insured is the sole owner of the automobile, except as herein stated:
no exceptions

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

Countersigned at San Francisco, Calif. this 17th day of February, 19 49

A.C. Gorman
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 obligated to pay by reason of the liability imposed upon him by law for damages, including damages for care and loss of services, because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, 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 obligated to pay by reason of the liability imposed upon him by law for 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 to or for each person who sustains bodily injury, caused by accident, while in or upon, entering or alighting from (1) the automobile, if the injury arises out of a use thereof which is insured for bodily injury liability and is by or with the permission of the named Insured, or (2) any other automobile with respect to the use of which insurance is afforded under insuring agreement V of this policy, if the injury arises out of the use thereof and results from (a) the operation of said automobile by the named Insured or spouse or by a private chauffeur or domestic servant of either or (b) the occupancy of said automobile by the named Insured or spouse, the reasonable expense of necessary medical, surgical, ambulance, hospital and professional nursing services and, in the event of death resulting from such injury, the reasonable funeral expense, all incurred within one year from the date of accident.

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

To pay for any 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 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 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 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 retained by the Insured. 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 accidents and has filed with the Company satisfactory evidence thereof, the company will thereafter assume the total expense of all other collision losses during the term of this coverage. In the event of cancellation, only the unearned premium paid the Company shall be returned.

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

To pay for 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 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 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 loss of or damage to the automobile, hereinafter called loss, caused by windstorm, earthquake, explosion, hail or external discharge or leakage of water.

Coverage I—Combined Additional Coverage

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

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 such insurance as is afforded by this policy for bodily injury liability and for property damage liability, the Company shall

- defend in his name and behalf any suit against the insured alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company shall have the right to make such investigation, negotiation and settlement of any claim or suit as may be deemed expedient by the Company;
- 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, but without any obligation to apply for or furnish such bonds, all costs taxed against the Insured in any such suit, all expenses incurred by the Company, all interest accruing after entry of judgment until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon, and expenses incurred by the Insured, in the event of bodily injury, for such immediate medical and surgical relief to others as shall be imperative at the time of accident;
- reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request.

The Company agrees to pay the amounts incurred under this insuring agreement, except settlements of claims and suits, in addition to the applicable limit of liability of this policy.

III. Definition of "Insured."

The unqualified word "Insured" wherever used in coverages A and B and in other parts of this policy, when applicable to such coverages, includes the named Insured and, except where specifically stated to the contrary, 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 with the permission of the named Insured. The insurance with respect to any person or organization other than the named Insured does not apply:

- to injury to or death of any person who is a named Insured;
- with respect to the automobile while used with any trailer not covered by like insurance in the Company; or with respect to any trailer covered by this policy while used with any automobile not covered by like insurance in the Company;
- to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service

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 named 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 named Insured and not covered by like insurance in the Company;
- under coverages A and C, to bodily injury to or death of any employee of the Insured while engaged in the employment, other than domestic, of the Insured, or under coverage A, while engaged in the operation, maintenance or repair of the automobile;
- 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 B, to injury to or destruction of property owned by, rented to, in charge of or transported by the Insured;
- under coverage C to bodily injury to or death of (1) any person to or for whom benefits are payable under any workmen's compensation law because of such injury or death or (2) the named Insured, if stated as excluded in the declarations, but if the named Insured, is two or more individuals, the named Insured, for the purposes of this ex-

clusion, shall be the individual or individuals in whose name the automobile is registered;

(d) to any employee with respect to injury to 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.

Except where specifically stated to the contrary, the word "automobile" wherever used in this policy shall mean the motor vehicle, trailer or semitrailer described in this policy. Under coverage C the word "automobile" shall mean the motor vehicle described in this policy. The word "trailer" shall include semitrailer.

Such insurance as is afforded by this policy for bodily injury liability, for property damage liability and for medical payments with respect to a private passenger automobile applies also to a trailer not described in this policy while used with such automobile, if such trailer is designed for use with a private passenger automobile and is not a home, cabin, office, store, product or process display, demonstration or passenger trailer. While not used with such automobile, such insurance applies also to such trailer but only with respect to the named Insured and does not apply to the use of the trailer in his business occupation or with an automobile of the commercial or truck type owner or used by him.

The word "automobile" shall also include under coverages D, E-1, E-2, E-3, E-4, F, G, H and I its equipment and other equipment permanently attached thereto.

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 and I.

V. Use of Other Automobiles.

Such insurance as is afforded by this policy for bodily injury liability and for property damage liability with respect to the automobile classified as "pleasure and business" applies (1) to the named Insured, if an individual and the owner of such automobile, or if husband and wife either or both of whom own such automobile, and (2) to the spouse of such individual if a resident of the same household, the employer of such named Insured or spouse, the parent or guardian of such named Insured or spouse, if a minor, and a partnership in which such named Insured or spouse is a partner, as Insured, with respect to the use of any other automobile by or in behalf of such named Insured or spouse.

This insuring agreement does not apply:

- to any automobile owned in full or in part by, registered in the name of, 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;
- with respect to such employer, parent, guardian or partnership, to any automobile owned in full or in part by him or registered in his name or hired by him as part of a frequent use of hired automobiles;
- to any automobile not of the private passenger type while used in the business or occupation of the named Insured or spouse, or to any private passenger automobile while used in such business or occupation if operated by a person other than the named Insured or spouse or such chauffeur or servant unless the named Insured or spouse is present in such automobile;
- to any insured other than as defined in this insuring agreement;
- to injury to or death of any person who is a named Insured;
- to any accident arising out of the operation of an automobile repair shop, public garage, sales agency, service station or public parking place.

VI. Temporary Use of Substitute Automobile.

While an automobile owned in full or in part by the named Insured is withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction, such insurance as is afforded by this policy for bodily injury liability, for property damage liability and for medical payments with respect to such automobile applies with respect to another automobile not so owned while temporarily used as the substitute for such automobile. This insuring agreement does not cover an insured the owner of the substitute automobile or any employee of such owner.

VII. Loss of Use by Theft—Rental Reimbursement.

The Company, following a theft covered under this policy, shall reimburse the named Insured for expense not exceeding \$5 for any one day not 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.

VIII. General Average and Salvage Charges.

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

IX. Automatic Insurance for Newly Acquired Automobiles.

If the named Insured who is the owner of the automobile acquires ownership of another automobile and so notifies the Company within thirty days following the date of its delivery to him, such insurance as is afforded by this policy applies also to such other automobile as of such delivery date:

- if it replaces an automobile described in this policy, but only to the extent the insurance is applicable to the replaced automobile, or
- if it is an additional automobile and if the company insures all automobiles owned by the named Insured at such delivery date, but only to the extent the insurance is applicable to all such previously owned automobiles; provided, under coverages D, E-1, E-2, E-3, E-4, F, G, H and I, when a limit of liability is expressed in the declarations as actual cash value, such limit shall apply to such other automobile, and when a limit of liability is so expressed as a stated amount, such limit shall be replaced by the actual cash value of such other automobile, but any deductible amount so expressed shall apply in either case.

This insuring agreement does not apply:

- to any loss against which the named insured has other valid and collectible insurance, or
- except during the policy period, but if such delivery date is prior to the effective date of this policy, the insurance applies as of such effective date, or
- under coverages D, E-1, E-2, E-3, E-4, F, G, H and I, to automobiles owned and held for sale by automobile dealers.

The named insured shall pay any additional premium required because of the application of the insurance to such other automobile. The insurance terminates upon the replaced automobile on such delivery date.

X. Bail Bond Expense.

The Company shall pay the cost of bonds, but without obligation to apply for or furnish such bonds, guaranteeing the Insured's appearance in court if such appearance is required by reason of an accident or a traffic law violation occurring during the policy period and arising out of the use of an automobile with respect to which use insurance is afforded such Insured under coverage A of this policy. The Company's liability under this insuring agreement with respect to each bond shall not exceed the usual charges of surety companies for such bond nor \$100.

XI. 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 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 named 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 named Insured and not covered by like insurance in the Company;
- under coverages A and C, to bodily injury to or death of any employee of the Insured while engaged in the employment, other than domestic, of the Insured, or under coverage A, while engaged in the operation, maintenance or repair of the automobile;
- 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 B, to injury to or destruction of property owned by, rented to, in charge of or transported by the Insured;
- under coverage C to bodily injury to or death of (1) any person to or for whom benefits are payable under any workmen's compensation law because of such injury or death or (2) the named Insured, if stated as excluded in the declarations, but if the named Insured, is two or more individuals, the named Insured, for the purposes of this ex-

CONDITIONS

Conditions 1 to 20 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, 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, 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, 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 not 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, there shall have been fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability.

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

7. **Action Against Company, Coverage C.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty days after the required proofs of claim have been filed with the Company.

8. **Financial Responsibility Laws, Coverages A and B.** Such insurance as is afforded by this policy for bodily injury liability or property damage liability shall comply with the provisions of the motor vehicle financial responsibility law of any state or province which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use of the automobile during the policy period, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The Insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

9. **Assault and Battery, Coverages A and B.** Assault and battery shall be deemed an accident unless committed by or at the direction of the Insured.

10. **Medical and Other Reports; Examination, Coverage C.** The injured person or someone on his behalf shall, as soon as practicable after each request from the Company, furnish reasonably obtainable information pertaining to the accident and injury, and 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.

11. **Proof and Payment of Claim, Coverage C.** As soon as practicable after completion of the services or after the rendering of services which in cost equal or exceed the limit of liability for medical payments or after the expiration of one year from the date of the accident, whichever is the first, the injured person or someone on his behalf shall give to the Company written proof of claim under oath, stating the name and address of each person and organization which has rendered services, the nature and extent and the dates of rendition of such services, the itemized charges therefor and the amounts paid thereon. Upon the Company's request, the injured person or someone on his behalf shall cause to be given to the Company by each such person and organization written proof of claim under oath, stating the nature and extent and dates of rendition of such services, the itemized charges therefor and the payments received thereon.

The Company shall have the right to make payment at any time to the injured person or to any such person or organization on account of the services rendered, and a payment so made shall reduce to the extent thereof the amount payable hereunder to or for such injured person on account of such injury. Payment hereunder shall not constitute admission of liability of the Insured or, except hereunder, of the Company.

12. **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 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.

13. **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, made within sixty days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the named Insured or the Company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

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

14. **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 property is so replaced, or may take all or such part of the automobile at the agreed or appraised value but there shall be no abandonment to the Company.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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 stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, the insurance under insuring agreements V and VI shall be excess insurance over any other valid and collectible insurance available to the Insured, either as an Insured under a policy applicable with respect to the automobile or otherwise, against a loss covered under either or both of said insuring agreements.

20. **Other Insurance, Coverage C.** Under subdivision (2) of coverage C the insurance afforded with respect to other automobiles shall be excess insurance over any other valid and collectible medical payments insurance applicable thereto.

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

22. **Assignment.** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the named Insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless canceled, shall, if written notice be given to the Company within sixty days after the date of such death or adjudication, cover (1) the named Insured's legal representative as the named Insured, and (2) under coverages A and B, subject otherwise to the provisions of Insuring Agreement III, any person having proper temporary custody of the automobile, as an Insured, and under coverage C while the automobile is used by such person, until the appointment and qualification of such legal representative but in no event for a period of more than sixty days after the date of such death or adjudication.

23. **Cancellation.** This policy may be canceled by the named Insured by surrender thereof or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the Company by mailing to the named Insured at the address shown in this policy written notice stating when not less than five days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date 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.

24. **Terms of Policy Conformed to Statute.** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

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

In Witness Whereof, the NATIONAL AUTOMOBILE AND CASUALTY INSURANCE Co. has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the Declarations page by a duly authorized agent of the Company.

Henry H. Kiyomura
Secretary

John S. Mellus
President

HENRY H. KIYOMURA
INSURANCE
P. O. BOX 105 MTN. VIEW, CAL.
PHONE M. V. 3123

IMPORTANT
Please read your policy.

EXPIRES January 21st 19 50

CA No. 520011

STANDARD AUTOMOBILE POLICY
Combination Form

NATIONAL
Automobile and Casualty
Insurance Co.

LOS ANGELES
(A Stock Company)