STANDARD COMBINED AUTOMOBILE POLICIES

STOCK COMPANIES

No. ESG 134872

STAR INSURANCE COMPANY OF AMERICA

AND

GLOBE INDEMNITY COMPANY

This combination automobile insurance is issued severally by the Star Insurance Company of America and the Globe Indemnity Company, subject to the printed conditions, exclusions, and agreements of the Policies and to any special conditions contained in or endorsed upon the Policies, and also subject to the following declarations.

DECLARATIONS

A NAME OF INSURED D. A. DORSEY

ADDRESS OF INSURED 1009 (NO.) N. W. 2nd Avenue (STREET), Miami (CITY) Dade (COUNTY) Florida (STATE)

The automobile will be principally garaged and used in the above town, county and state, unless otherwise specified herein no exceptions

Subject to all the provisions, exclusions, conditions, and declarations contained in these Policies, loss, if any, for which the Star Insurance Company of America is liable, payable, as interest may appear, to Insured and

Nolan Peeler Motors, Inc., Address 2044 Biscayne Blvd.' Miami, Florida.

TERM OF POLICIES: From October 30, 1937 12:01 A. M. To October 30, 1938 12:01 A. M.
Standard Time at the address of the named Insured as stated herein.

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

COVERAGES	LIMIT OF LIABILITY	NET RATES	PREMIUMS	COMPANY
1. COMPREHENSIVE COVERAGE, EXCLUDING COLLISION OR UPSET, as defined in paragraph "F"	ACTUAL CASH VALUE $	$	$ 31.20	STAR INSURANCE COMPANY OF AMERICA
2. COLLISION OR UPSET, as defined in paragraph "G"	Actual Cash Value In Excess of $ 50. Deductible		$ 43.00	STAR INSURANCE COMPANY OF AMERICA
3. CONVERTIBLE COLLISION OR UPSET, as defined in paragraph "H" (Convertible Additional Payment $)	Actual Cash Value		$ nil	STAR INSURANCE COMPANY OF AMERICA
4. FIRE, LIGHTNING AND TRANSPORTATION, as defined in paragraph "J"	Included in Item 1 $	$	$	STAR INSURANCE COMPANY OF AMERICA
5. THEFT, ROBBERY AND PILFERAGE, as defined in paragraph "K" Insert "Broad" or "Restricted" (If additional premium required for Broad Theft, insert here.) →	$ Included in Item 1	$	$	STAR INSURANCE COMPANY OF AMERICA
6. LOSS OF USE BY THEFT, as defined in paragraph "L"	$5.00 for any one day		$ nil	STAR INSURANCE COMPANY OF AMERICA
7. TORNADO, CYCLONE, WINDSTORM, HAIL, EARTHQUAKE, EXPLOSION AND WATER DAMAGE, as defined in paragraph "M"	Included in Item 1 $	$	$	STAR INSURANCE COMPANY OF AMERICA
8. TOWING AND ROAD SERVICE EXPENSE, as defined in paragraph "N"	$10.00 in any one case		$ nil	STAR INSURANCE COMPANY OF AMERICA
9. TOWING AND EMERGENCY SERVICE EXPENSE, as defined in paragraph "P"	$10.00 in any one case		$ nil	STAR INSURANCE COMPANY OF AMERICA
10. BODILY INJURY LIABILITY, as defined in Coverage "A"	Each Person $ 10,000 and subject to that limit for each person; Each Accident $ 20,000		$ 37.95	GLOBE INDEMNITY COMPANY
11. PROPERTY DAMAGE LIABILITY, as defined in Coverage "B"	Each Accident $ 5,000		$ 11.00	GLOBE INDEMNITY COMPANY
		TOTAL PREMIUM $	123.15	

C 1. Insured's occupation or business is realtor and capitalist (IF MARRIED WOMAN, GIVE HUSBAND'S OCCUPATION OR BUSINESS)

2. Employer's name and address

3. The description of the automobile and the facts respecting its purchase are as follows:

Year Model	Trade Name	Type of Body (Give Truck Tonnage)	Serial Number and Motor Number	No. of Cyls. and Model	Factory List Price	Actual Cost To Insured Including Equipment	Purchased by Insured Month Year	New or 2nd Hand
1938	LaSALLE	4-door trg.sedan	S M 2255077	Cyls. Mdl. 3750	$1205	$1578	Oct. '37	new

4. The purposes for which the automobile is to be used are pleasure and business

(a) The term "pleasure and business" is defined as personal, pleasure, family and business use. (b) The term "commercial" is defined as the transportation or delivery of goods, merchandise or other materials, and uses incidental thereto, in direct connection with the named Insured's business occupation as expressed in Item 1 of Paragraph C. (c) Use of the automobile for the purposes stated includes the loading and unloading thereof.

5. The automobile described is fully paid for by the Insured and there is no Lien, Mortgage or other Encumbrance thereon, except as follows: Unpaid balance due Nolan Peeler Motors, Inc., Miami, Florida. (GIVE PARTICULARS)

If purchased on a deferred payment plan, the amount unpaid is $ 275.00, represented by one Notes $ 275.00 each.
Due date of final note is Dec. 5, 1937.

6. The named Insured is the sole owner of the automobile, except as herein stated: See statement 5

7. No insurer has cancelled any automobile insurance issued to the named Insured during the past year, except as herein stated: no exceptions

These Policies are made and accepted subject to the Agreements, Provisions, Exclusions, Conditions and Declarations set forth herein, or endorsed hereon, or printed on inside pages hereof.

These Policies shall not be valid unless countersigned by a duly authorized representative of the Companies.

Countersigned at Miami, Florida, this 30th day of October, 1937.

G. C. STEMBLER, INC.

By: G. C. Stembler Authorized Representative.

Biscayne Building 207

A STOCK COMPANY

In Consideration of the Premium Mentioned

STAR INSURANCE COMPANY OF AMERICA

Does Insure

the Insured named herein, for the term herein specified, to an amount not exceeding the actual cash value of the property at the time any loss or damage occurs, nor, in any event, the limits of liability, if any, herein specified, against direct loss or damage from the coverages specifically insured against herein to the automobile herein described and the equipment usually attached thereto, only while within the limits of the United States (exclusive of Alaska, the Hawaiian, Philippine and Virgin Islands and Porto Rico) and Canada, including while on coastwise steamer between ports within said limits.

DEFINITION OF COVERAGES

F **COMPREHENSIVE COVERAGE—EXCLUDING COLLISION OR UPSET:** Any loss of or damage to the automobile and the equipment usually attached thereto, subject, however, to the EXCLUSIONS stated below and except that this Company shall not be liable for loss caused by Collision with any other object or by Upset. Breakage of Glass and damage caused directly by Tornado, Cyclone, Windstorm, Hail, Falling Aircraft or parts thereof and damage resulting from Theft, Earthquake, Explosion, Riot, Riot Attending a Strike, Insurrection or Civil Commotion shall not be deemed a loss caused by Collision or Upset.

EXCLUSIONS

THIS POLICY DOES NOT COVER:

a. (1) Loss of use; (2) Depreciation; (3) Robes, wearing apparel and other personal effects;
b. (1) Wear and tear; (2) Mechanical or electrical breakdowns, failures or breakages; (3) Freezing; (4) Damage to tires; EXCEPTING where such damage shall be directly caused by, and resulting from other loss or damage which is covered hereunder;
c. (1) Loss of tools or repair equipment by theft, robbery or pilferage unless the entire automobile is stolen;
d. Loss or damage due to: (1) Wrongful Conversion, Embezzlement or Secretion by a mortgagor, vendee, lessee or other person in lawful possession of the insured property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal; (2) War, Invasion, Military, Naval or Usurped Power; (3) Confiscation or authorized destruction by duly constituted Governmental or Civil Authorities;
e. (1) While the automobile is used as a Public or Livery conveyance for carrying passengers for compensation; (2) While rented under contract or leased; (3) While used in any illicit or prohibited trade or transportation; (4) While subject to any Lien, Mortgage or other encumbrance not specifically described herein.

Nothing herein contained shall vary, alter or extend any of the terms and conditions of this policy except as stated in this paragraph.

G **COLLISION OR UPSET:** Accidental Collision or Upset where the damage to the automobile and/or equipment herein described from such collision or upset is in excess of the deduction specified in Paragraph B; each accident shall be deemed a separate claim and the amount of determined loss or damage shall be subject to such deduction; but this insurance shall not cover loss or damage to any tire, unless caused in an Accidental Collision or Upset which also causes other loss or damage to the insured automobile.

H **CONVERTIBLE COLLISION OR UPSET:** Accidental Collision or Upset where the damage to the automobile and/or equipment herein described is caused by collision or upset, excluding in any event loss or damage; (a) caused directly or indirectly by fire; (b) to any tire, unless caused in an Accidental Collision or Upset which also causes other loss or damage to the insured automobile. Upon the occurrence of the first Collision or Upset which is made the basis of a claim hereunder, the Insured shall pay to the Company the **Convertible Additional Payment** applicable to the automobile involved and shall give immediate notice in writing to the Company of said Collision or Upset. It is further understood and agreed that loss or damage occurring to the insured automobile previous to the reported accident shall in no event be considered the basis of a valid claim under the terms of this policy.

J **FIRE, LIGHTNING AND TRANSPORTATION:** (a) Fire, arising from any cause whatsoever; and Lightning; (b) The Stranding, Sinking, Burning, Collision or Derailment of any conveyance in or upon which the automobile is being transported on land or water, including general average and salvage charges for which the Insured is legally liable.

K **THEFT, ROBBERY AND PILFERAGE (BROAD FORM):** Theft, Robbery and Pilferage, excepting by any person or persons in the Insured's household or in the Insured's service or employment, whether the theft, robbery or pilferage occurs during the hours of such service or employment or not; and excepting by any person, or agent thereof, or by the agent of any firm or corporation to which person, firm or corporation the Insured, or any one acting under express or implied authority of the Insured, voluntarily parts with title and/or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense; and excepting in any case, other than the theft of the entire automobile described herein, the theft, robbery or pilferage of tools or repair equipment.

This policy does not insure against the wrongful conversion, embezzlement or secretion by a mortgagor, vendee, lessee or other person in lawful possession of the insured property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.

THEFT, ROBBERY AND PILFERAGE (RESTRICTED FORM): Theft, Robbery and Pilferage, excepting by any person or persons in the Insured's household or in the Insured's service or employment, whether the theft, robbery or pilferage occurs during the hours of such service or employment or not; and excepting by any person, or agent thereof, or by the agent of any firm or corporation to which person, firm or corporation the Insured, or any one acting under express or implied authority of the Insured, voluntarily parts with title and/or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense; and excepting in any case, other than the theft of the entire automobile described herein, the theft, robbery or pilferage of any property insured hereunder unless the amount of the loss or damage thereto by any one theft, robbery or pilferage exceeds—on automobiles listing F. O. B. Factory at $999 and under, $25; and on automobiles listing F. O. B. Factory at $1,000 and over, $50; in which event, on automobiles listing F. O. B. Factory at $999 and under, the sum of $25 shall be deducted from the amount of determined loss; on automobiles listing F. O. B. Factory at $1,000 and over, the sum of $50 shall be deducted from the amount of determined loss.

This policy does not insure against the wrongful conversion, embezzlement or secretion by a mortgagor, vendee, lessee or other person in lawful possession of the insured property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.

L **LOSS OF USE BY THEFT:** In the event the insured automobile itself is stolen and the loss is covered by this policy, the Company agrees, upon presentation of original rental receipts and acceptable sworn proof of loss for the theft, to reimburse the Insured for such expense (not exceeding Five ($5.00) Dollars for any one day) as is actually incurred by the Insured for the rental or hire of any automobile other than an automobile of the truck or delivery type, during the period commencing seventy-two (72) hours after the theft of the insured automobile shall have been reported to the duly constituted police authorities and continuing (but not beyond sixty (60) days from the date of the theft) until the whereabouts of the insured automobile, regardless of its then condition, shall become known to the Insured, the Company, or the duly constituted police authorities, unless settlement shall sooner have been made with the Insured for the theft of the insured automobile, in which event the Company's liability under this agreement shall cease and terminate simultaneously with the making of such settlement. Liability under this agreement shall in no event exceed the actual cash value of the automobile at the time of theft.

M **TORNADO, CYCLONE, WINDSTORM, HAIL, EARTHQUAKE, EXPLOSION AND WATER DAMAGE:** Tornado, Cyclone, Windstorm, Hail, Earthquake, Explosion, Accidental and External Discharge or Leakage of Water, excluding damage caused by Rain, Sleet, Snow, Flood, Rupture of Tires and Explosion within the combustion chamber of an internal combustion engine.

N **TOWING AND ROAD SERVICE EXPENSE:** This Company will reimburse the Insured, not to exceed $10.00 in any one case, for Towing or Road Service Expense necessitated by the disablement of the automobile insured under this policy, only when occurring on the road outside the limits of the Insured's premises. It is understood that this coverage does not include cost of repair parts or replacements, gasoline, oil or tires. Receipted bills must be presented for any claims.

P **TOWING AND EMERGENCY SERVICE EXPENSE:** This Company will reimburse the Insured, upon presentation of receipted bills and acceptable evidence of loss, not to exceed $10.00 in any one case, for towing and/or emergency service expense necessitated by the disablement of the automobile described in this policy. It is understood that this cover does not include cost of parts or replacements, gasoline, oil, batteries or tires.

R

AUTOMATIC COVERAGE

Such insurance as is afforded by this policy to each and every automobile covered hereunder and owned by the Insured shall also apply during the policy period to any other automobile (excluding dealers' automobiles, automobiles insured under a finance plan and automobiles insured at a fleet rate), ownership of which is acquired by the Insured as of the date of delivery to him during the policy period, subject to all the terms of the policy and subject also to the following conditions: (a) If the Company covers all automobiles owned by the Insured at the date of such delivery, the insurance shall be applicable to such other automobile if used for pleasure purposes or in the disclosed business of the Insured; (b) If the Company does not cover all automobiles owned by the Insured at the date of such delivery, the insurance shall be applicable only to such other automobile if it replaces an automobile described in this policy and if it then may be classified for the purpose of use stated in this policy; (c) It is understood and agreed that if any newly acquired automobile replaces an automobile described in this policy, the automatic coverage provided herein shall, subject to the terms hereof, be held to include coverage against the same coverages for which coverage was provided on the replaced automobile; (d) The insurance afforded by this policy shall automatically terminate upon the replaced automobile at the time of such delivery, and; (e) This agreement shall not apply (a) with respect to any loss against which the Insured has other insurance nor unless (b) the Insured notifies the Company within ten days following the date of delivery of such other automobile and (c) pays any additional premium required because of the application of this insurance to such other automobile.

The automatic coverage provided by this agreement shall be limited to not exceeding the actual cash value of any motor vehicle purchased or acquired by the Insured during the term of this policy and which is not otherwise insured.

S

GENERAL CONDITIONS

AUTOMOBILE DEFINED—TWO OR MORE AUTOMOBILES Wherever in this policy the word "automobile" is used, it shall be held to mean any type of motor vehicle or trailer as described herein; and when two or more automobiles are insured hereunder, the conditions of this policy apply separately to each.

UNLESS OTHERWISE PROVIDED BY AGREEMENT IN WRITING ADDED HERETO, THIS COMPANY SHALL NOT BE LIABLE FOR LOSS OR DAMAGE:

PROPERTY EXCLUDED (a) To robes, wearing apparel, personal effects, or extra bodies; or

WAR, RIOT, ETC. (b) Caused directly or indirectly by invasion, insurrection, riot, civil war or commotion, military, naval or usurped power, or by order of any civil authority; or

LIMITATION OF USE (c) While the automobile described herein is used as a public or livery conveyance for carrying passengers for compensation; or while rented under contract or leased; or operated in any race or speed contest; or while used in any illicit or prohibited trade or transportation; or

AGE LIMIT OF DRIVER (d) In connection with the coverages of Collision or Upset and Convertible Collision or Upset only, while the automobile described herein is being operated by any person under the age limit fixed by law, or, in any event, under the age of fourteen years.

LIMITATION OF LIABILITY AND METHOD OF DETERMINING SAME This Company's liability for loss or damage to the automobile described herein shall not exceed the actual cash value thereof at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated accordingly, with proper deduction for depreciation however caused, and without compensation for loss of use, except loss of use by theft when such loss is specifically covered under this policy; and shall in no event exceed the limit of liability, if any, stated in Paragraph B, nor what it would then cost to repair or replace the automobile or parts thereof with other of like kind and quality; such ascertainment or estimate shall be made by the Insured and this Company, or if they differ, then by appraisal as hereinafter provided.

In the event of loss or damage to the automobile described herein, whether such loss or damage is covered by this policy or not, the liability of this Company shall be reduced by the amount of such loss or damage until repairs have been completed, but shall then attach as originally written without additional premium.

OTHER INSURANCE No recovery shall be had under this policy if at the time a loss occurs there be any other insurance, whether such other insurance be valid and/or collectible or not, covering such loss, which would attach if this insurance had not been effected.

CANCELLATION This policy shall be cancelled at any time at the request of the Insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rate premium for the expired term. This policy may be cancelled at any time by this Company by giving to the Insured five (5) days' written notice of cancellation with or without tender of the excess of paid premium above the pro-rata premium for the expired term, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium, if not tendered, will be refunded on demand. Notice of cancellation mailed to the address of the Insured stated in this policy shall be a sufficient notice. Where a special provision for cancellation and notice of such cancellation is required by statutory enactment in the State where this policy is issued, the conditions of this Cancellation Clause are amended to conform thereto.

LOSS FOR WHICH CARRIER AND/OR BAILEE FOR HIRE IS LIABLE This Company shall not be liable for loss or damage to the automobile described herein while in the possession of a carrier and/or bailee for hire under a contract, stipulation or assignment whereby the benefit of this insurance is sought to be made available to such carrier and/or bailee. Where loss or damage occurs for which a carrier and/or bailee may be liable and which would otherwise be covered hereunder, this Company will advance to the Insured by way of loan the money equivalent of such loss or damage, which loan shall in no circumstances affect the question of this Company's liability hereunder and shall be repaid to the extent of the net amount collected by or for account of the Insured from the carrier and/or bailee after deducting cost and expense of collection.

MISREPRESENTATION AND FRAUD This entire policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof; or in case of any fraud, attempted fraud, or false swearing by the Insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

LIEN OR ENCUMBRANCE Unless otherwise provided by agreement in writing added hereto, and except as to any lien, mortgage, or other encumbrance specifically set forth and described in Paragraph C of this policy, this Company shall not be liable for loss or damage to any property insured hereunder while subject to any lien, mortgage, or other encumbrance.

TITLE AND OWNERSHIP Except as to any lien, mortgage, or other encumbrance specifically set forth and described in Paragraph C of this policy, this entire policy shall be void, unless otherwise provided by agreement in writing added hereto, if the interest of the Insured in the subject of this insurance be or become other than unconditional and sole lawful ownership, or if the subject of this insurance has ever been stolen or unlawfully taken prior to the issuance of this policy and not returned to the lawful owner prior to the issuance of this policy, or in case of transfer or termination of the interest of the Insured other than by death of the Insured, or in case of any change in the nature of the insurable interest of the Insured in the property described herein either by sale or otherwise, or if this policy or any part thereof shall be assigned before loss.

PROTECTION OF SALVAGE In the event of any loss or damage, whether insured against hereunder or not, the Insured shall protect the property from other or further loss or damage, and any such other or further loss or damage due directly or indirectly to the Insured's failure to protect shall not be recoverable under this policy. Any such act of the Insured or this Company or its agents in recovering, saving and preserving the property described herein, shall be considered as done for the benefit of all concerned and without prejudice to the rights of either party, and where the loss or damage suffered constitutes a claim under this policy, then all reasonable expenses thus incurred shall also constitute a claim under this policy, provided, however, that this Company shall not be responsible for the payment of a reward offered for the recovery of the insured property unless authorized by this Company.

NOTICE OF LOSS In the event of loss or damage covered hereby the Insured shall give immediate notice thereof in writing to this Company, provided, however, that where such a limitation for the giving of notice of loss is prohibited by the laws of the State wherein this policy is issued, then in that event such notice shall be given by the Insured within the shortest period permitted and in the manner required under the laws of such State.

NOTICE OF LOSS In the event of loss or damage covered hereby the Insured shall give immediate notice thereof in writing to this Company, provided, however, that where such a limitation for the giving of notice of loss is prohibited by the laws of the State wherein this policy is issued, then in that event such notice shall be given by the Insured within the shortest period permitted and in the manner required under the laws of such State.

In the event of Theft, Robbery or Pilferage the Insured shall also give immediate notice thereof to the Police.

ASSISTANCE AND CO-OPERATION OF THE INSURED In the event of loss or damage and whenever requested by this Company the Insured shall assist in the recovery of property insured hereunder either by means of replevin proceedings or otherwise, in effecting settlement, securing evidence, obtaining the attendance of witnesses and prosecuting suits to such an extent and in such a manner as is deemed desirable by this Company, and this Company shall reimburse the Insured for any expense incurred at its request.

PROOF OF LOSS Within sixty (60) days after loss or damage for which claim is made, unless such time is extended in writing by this Company, the Insured shall render a statement to this Company signed and sworn to by the Insured, stating the place, time and cause of such loss or damage, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, all encumbrances thereon, and all other insurance, whether valid and/or collectible or not, covering such property; and all claims for such loss or damage shall be forfeited by failure to furnish such sworn statements within the time provided; and the Insured as often as required, shall exhibit to any person designated by this Company all that remains of the property insured and submit to examinations under oath by any person named by this Company, and subscribe the same; and as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies thereof if originals be lost at such reasonable place as may be designated by this Company or its representative and shall permit extracts and copies thereof to be made.

APPRAISAL In case the Insured and this Company shall fail to agree as to the amount of loss or damage, each shall, on the written demand of either, select a competent and disinterested appraiser. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such umpire, then, on request of the Insured or this Company, such umpire shall be selected by a judge of a court of record in the County and State in which the appraisal is pending. The appraisers shall then appraise the loss and damage stating separately sound value and loss or damage; and failing to agree, shall submit their differences only, to the umpire. An award in writing of any two, when filed with this Company, shall determine the amount of sound value and loss or damage. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Where a special provision for appraisal is required by statutory enactment in the State where this policy is issued, the conditions of this Appraisal Clause are amended to conform thereto.

ABANDONMENT—RETURN OF STOLEN PROPERTY It shall be optional with this Company to take all or any part of the property at the agreed or appraised value, but there can be no abandonment thereof to this Company; and where theft is insured against this Company shall have the right to return a stolen automobile or its equipment with compensation for physical damage, at any time before actual payment hereunder.

PAYMENT OF LOSS This Company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by any requirement, act, or proceeding on its part relating to the appraisal, or to any examination herein provided for; and the loss shall in no event become payable until sixty (60) days after the notice, ascertainment, estimate and verified proof of loss herein required have been received by this Company, and if appraisal is demanded, then, not until sixty days after an award has been made by the appraisers.

SUBROGATION This Company may require from the Insured an assignment of all right of recovery against any party for loss or damage to the extent that payment therefor is made by this Company.

SUIT AGAINST COMPANY No suit or action on this policy or for the recovery of any claim hereunder shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the foregoing requirements, nor unless commenced within twelve (12) months next after the happening of the loss; provided that where such limitation of time is prohibited by the laws of the State wherein this policy is issued, then and in that event no suit or action under this policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such State.

This policy is attached to and issued concurrently with a policy bearing the same number issued by the Globe Indemnity Company to cover other risks on the same subject of insurance. The Schedule of Declarations of the Insured which are in part the consideration of that policy are hereby referred to and made a part of this policy, and any notice or proof of loss required by the terms of the policy and served upon the Globe Indemnity Company shall be sufficient service upon the Company.

Any and all provisions of this policy which are in conflict with the statutes of the State wherein this policy is issued are understood, declared and acknowledged by this Company to be amended to conform to such statutes.

This Policy is made and accepted subject to the provisions, exclusions, conditions and declarations set forth herein or endorsed hereon, and upon acceptance of this policy the Insured agrees that its terms embody all agreements then existing between himself and this Company or any of its agents relating to the insurance described herein, and no officer, agent or other representative of this Company shall have power to waive any of the terms of this policy unless such waiver be written upon or attached hereto; nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the Insured unless so written or attached. This policy shall be void in event of violation by the Insured of any agreement, condition or declaration contained herein or in any rider now or hereafter attached hereto.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless the Schedule of Declarations which is made a part hereof is countersigned by a duly authorized representative of this Company.

Secretary *President*

A STOCK COMPANY

GLOBE INDEMNITY COMPANY

Does hereby agree with the Insured, named in the declarations made a part hereof, in consideration of the payment of the premium and of the statements contained 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.

II. Defense, Settlement, Supplementary Payments. It is further agreed that as respects insurance afforded by this policy under Coverages A and B the Company shall:

(a) 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;

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, 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 any expense 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.

The Company agrees to pay the expenses incurred under divisions (a) and (b) of this section 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 these Coverages, includes not only the named Insured but also any person while using the automobile and any person or organization legally responsible for the use thereof, provided that the declared and actual use of the automobile is "pleasure and business" or "commercial", each as defined herein, and provided further that the actual use is with the permission of the named Insured. The provisions of this paragraph do not apply: (a) to any person or organization with respect to any loss against which he has other valid and collectible insurance; (b) to any person or organization with respect to bodily injury to or death of any person who is a named Insured; (c) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any accident arising out of the operation thereof; (d) to any employee of an Insured with respect to any action brought against said employee because of bodily injury to or death of another employee of the same Insured 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 Insured.

IV. Automatic Insurance for Newly Acquired Automobiles. If the named Insured who is the owner of the automobile acquires ownership of another automobile, such insurance as is afforded by this policy applies also to such other automobile as of the date of its delivery to him, subject to the following additional conditions: (1) if the Company insures all automobiles owned by the named Insured at the date of such delivery, insurance applies to such other automobile, if it is used for pleasure purposes or in the business of the named Insured as expressed in the declarations, but only to the extent applicable to all such previously owned automobiles; (2) if the Company does not insure all automobiles owned by the named Insured at the date of such delivery, insurance applies to such other automobile, if it replaces an automobile described in this policy and may be classified for the purpose of use stated in this policy, but only to the extent applicable to the replaced automobile; (3) the insurance afforded by this policy automatically terminates upon the replaced automobile at the date of such delivery; and (4) this agreement does not apply (a) to any loss against which the named Insured has other valid and collectible insurance, nor (b) unless the named Insured notifies the Company within ten days following the date of delivery of such other automobile, nor (c) except during the policy period, but if the date of delivery of such other automobile is prior to the effective date of this policy the insurance applies as of the effective date of this policy, nor (d) unless the named Insured pays any additional premium required because of the application of this insurance to such other automobile.

V. Policy Period, Territory, Purposes of Use. This policy applies only to accidents which occur during the policy period, while the automobile is within the United States in North America (exclusive of Alaska) or the Dominion of Canada, or while on a coastwise vessel between ports within said territory, and is owned, maintained and used for the purposes stated as applicable thereto in the declarations.

EXCLUSIONS

This policy does not apply:

(a) under any of the above Coverages, while the automobile is used in the business of demonstrating or testing, or as a public or livery conveyance, or for carrying persons for a consideration, or while rented under contract or leased, unless such use is specifically declared and described in this policy and premium charged therefor;

(b) under Coverages A and B, while the automobile is used for the towing of any trailer not covered by like insurance in the Company; or while any trailer covered by this policy is used with any automobile not covered by like insurance in the Company;

(c) under any of the above Coverages, while the automobile is operated by any person under the age of fourteen years, or by any person in violation of any state, federal or provincial law as to age applicable to such person or to his occupation, or by any person in any prearranged race or competitive speed test;

(d) under Coverages A and B, to any liability assumed by the Insured under any contract or agreement; or to any accident which occurs after the transfer during the policy period of the interest of the named Insured in the automobile, without the written consent of the Company;

(e) under Coverage A, to bodily injury to or death of any employee of the Insured while engaged in the business of the Insured, other than domestic employment, or in the operation, maintenance or repair of the automobile; or to any obligation for which the Insured may be held liable under any workmen's compensation law;

(f) under Coverage B, to property owned by, rented to, leased to, in charge of, or transported by the Insured.

CONDITIONS

Conditions 2, 3, 4, 5, 7 and 8 apply only to the Coverage or Coverages noted thereunder.

1—AUTOMOBILE DEFINED 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 semi-trailer described herein; and the word "trailer" shall include semi-trailer. When two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each but as respects limits of bodily injury liability and property damage liability a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile.

2—LIMITS OF LIABILITY Coverage A The limit of bodily injury liability expressed 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 to or death of one person in any one accident; the limit of such liability expressed 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 to or death of two or more persons in any one accident.

3—LIMITS OF LIABILITY Coverages A and B The inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability.

4—FINANCIAL RESPONSIBILITY LAWS Coverages A and B Any insurance provided by this policy for bodily injury liability or property damage liability shall conform to 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 from the 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 on account of any accident, claim or suit, involving a breach of the terms of this policy and for any payment the Company would not have been obligated to make under the provisions of this policy except for the agreement contained in this paragraph.

5—NOTICE OF ACCIDENT—CLAIM OR SUIT Coverages A and B Upon the occurrence of an accident 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 name and address of the injured and of any available witnesses. 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.

(Conditions continued on the following page)

(Continuation of Conditions from preceding Page)

6—ASSISTANCE AND COOPERATION OF THE INSURED 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 and the Company shall reimburse the Insured for any expense, other than loss of earnings, incurred at the Company's request. 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 the accident.

7—ACTION AGAINST COMPANY Coverages A and B No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the conditions hereof, 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, nor in either event unless suit is instituted within two years and one day after the date of such judgment or written agreement.

Any person or his legal representative who has secured such judgment or written agreement shall thereafter be entitled to recover under the terms of this policy in the same manner and to the same extent as the Insured. 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 shall not relieve the Company of any of its obligations hereunder.

8—OTHER INSURANCE Coverages A and B If the named 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 expressed in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

9—SUBROGATION In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

10—CHANGES No notice to any agent, or knowledge possessed by any agent or by any other person shall be held to effect a waiver or change in any part of this policy nor 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 hereof, signed by the President of the Company and countersigned by a duly authorized representative.

11—ASSIGNMENT No assignment of interest under this policy shall 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 thirty days after the date of such death or adjudication, cover (1) the named Insured's legal representative as the named Insured, and (2) subject otherwise to the provisions of Paragraph III, any person having proper temporary custody of the automobile, as an Insured, until the appointment and qualification of such legal representative, but in no event for a period of more than thirty days after the date of such death or adjudication.

12—CANCELATION This policy may be canceled by the named Insured by mailing written notice to the Company stating when thereafter such cancelation shall be effective, in which case the Company shall, upon demand, refund the excess of premium paid by such Insured above the customary short rate premium for the expired term. This policy may be canceled by the Company by mailing written notice to the named Insured at the address shown in this policy stating when not less than five days thereafter such cancelation shall be effective, and upon demand the Company shall refund the excess of premium paid by such Insured above the pro rata premium for the expired term. The mailing of notice as aforesaid shall be sufficient proof of notice and the insurance under this policy as aforesaid shall end on the effective date and hour of cancelation stated in the notice. Delivery of such written notice either by the named Insured or by the Company shall be equivalent to mailing. The Company's check or the check of its representative similarly mailed or delivered shall be a sufficient tender of any refund of premium due to the named Insured. If required by statute in the state where this policy is issued, refund of premium due to the named Insured shall be tendered with notice of cancelation when the policy is canceled by the Company and refund of premium due to the named Insured shall be made upon computation thereof when the policy is canceled by the named Insured.

13—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.

This policy is attached to and issued concurrently with a policy bearing the same number issued by the Star Insurance Company of America to cover other risks on the same subject of insurance. The Schedule of Declarations of the Insured which are in part the consideration of that policy are hereby referred to and made a part of this policy, and any notice or proof of loss required by the terms of the policy and served upon the Star Insurance Company of America, shall be sufficient service upon the Company.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless the Schedule of Declarations which is made a part hereof is countersigned by a duly authorized representative of this Company.

President.

STANDARD COMBINED AUTOMOBILE POLICIES

EXPIRES October 30, 1938
AT 12:01 A. M. (STANDARD TIME)

INSURED D. A. DORSEY

No. ESG 134872

STAR INSURANCE COMPANY OF AMERICA

EXECUTIVE OFFICES:
150 WILLIAM STREET NEW YORK, N. Y.

GLOBE INDEMNITY COMPANY

HEAD OFFICE:
150 WILLIAM STREET NEW YORK, N. Y.

PLEASE READ YOUR POLICIES

SG 12032-3500-2-36 INSURANCE FIELD LITH.LOUISVILLE 64525

	MONTH	YEAR
ACCOUNT		19
	TOWN	STATE / No.
AGENCY		

CANCELLED

	Month	Day	Year
PR			
SR			19

AMOUNT CANC'D $

R. P. GROSS
- Fire and Theft $
- Coll'n $
- P. D. $
- Liability $

RECEIPT FOR CANCELLATION.

If these Policies are cancelled the following receipt is to be filled out and signed by the Insured.

Agency *19*

Received *of the* STAR INSURANCE COMPANY OF AMERICA *and the* GLOBE INDEMNITY COMPANY,

Dollars

Return Premium, in consideration of which these Policies are hereby cancelled and surrendered to the Companies.

Insured