

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Docket No. 03-E-106

IN THE MATTER OF THE LIQUIDATION
OF THE HOME INSURANCE COMPANY

EXHIBITS SUBMITTED IN SUPPORT OF

**THE LIQUIDATOR'S OBJECTION TO VIAD CORP.'S MOTION TO RECOMMIT
AND OBJECTIONS TO ORDER ENTERED BY REFEREE ON APRIL 13, 2009**

03-E-106-1-0116

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EXCESS LIABILITY POLICY

HEC 9 55 74 16

STOCK COMPANY

The HOME Insurance Company
New York, N.Y.



ITEM 1. Insured's Name and Mailing Address

Producer

The Greyhound Corporation and its Subsidiary Companies more than 50% owned
10 South Riverside Plaza
New York, New York

Marshall R. Rattner

8/31/66
Inception (Mo. Day Yr.)

8/31/69
Expiration (Mo. Day Yr.)

3
Years

3847
Producer No.

081
OPC

State Loc. eg

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

ITEM 2. PRIMARY OR UNDERLYING INSURANCE — DESCRIPTION OF COVERAGE

See Section A, Insuring Agreement II

See Section B, Paragraph 2

ITEM 3. EXCESS COVERAGE AFFORDED BY THIS POLICY

See Section A, Insuring Agreement II

See Section B, Paragraph 2

ITEM 4. PREMIUM

\$45,000.00

In Witness Whereof, the said THE HOME INSURANCE COMPANY, NEW YORK has caused these Presents to be signed by its President and attested by its Secretary, in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.

Hunter J. Tomlin Secretary

K. Beach President

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

L.B. Somerville Jr.

Vice President

DATE

10/13/66

H9735(F) REV. 9-65
PRINTED IN USA

SECTION A

EXCESS COMPREHENSIVE BODILY INJURY AND PROPERTY
DAMAGE LIABILITY CONTRACT

In consideration of the premium paid, The Home Insurance Company (hereinafter called the Company) and The Greyhound Corporation and its Subsidiary Companies more than 50% owned (hereinafter called the Insured) do hereby agree as follows:

INSURING AGREEMENT

I. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The Company hereby agrees to indemnify the Insured against excess loss as hereinafter defined, subject to the limitations, conditions and other terms of this contract, which the Insured may sustain by reason of the liability imposed upon the Insured by law or assumed by the Insured under contract or agreement:

- (a) for damages, including damages for care and loss of services, on account of bodily injury, including death at any time resulting therefrom, sustained by any person or persons;
- (b) for damages because of injury to or destruction of property, including the loss of use thereof;

caused by or growing out of each occurrence and arising out of or due wholly or in part to the business operations of the Insured, or any act or omission of the Insured's directors, officers, stockholders, employees, agents contractor or sub-contractors.

II. LIMIT OF LIABILITY

The Company's limit of liability under Coverage 1(a) or Coverage 1(b) or both combined, shall only be for the ultimate net loss excess of \$750,000.00 as a result of any one occurrence, * whether insurance shall be purchased by or on behalf of the Insured or the Insured shall retain such first loss for its own account (herein called the Retained Limit), and then only up to an amount not exceeding \$4,250,000.00 in respect of such occurrence, provided, however, that if other valid and

collectible insurance is available to the Insured for an amount greater than the Retained Limit as stated above, the Company shall be liable only, for the ultimate net loss in excess of such insurance and then up to but not exceeding their limit of liability as aforesaid, there being no limit to the number of occurrences for which claims may be made hereunder provided such occurrences occur during the policy period.

III. DEFINITION OF "OCCURRENCE"

The word "occurrence" as used in this contract or in any endorsements made a part of this contract shall be construed to mean any one happening or series of happenings, arising out of or due to one event or disaster.

IV. ASSAULT AND BATTERY

This contract covers the legal liability of the Insured against loss on account of personal injuries caused by assault and battery and sustained by any person or persons, other than employees of the Insured in the course of their employment, arising out of business operations of the Insured covered hereunder, unless such assault and battery be committed by or at the direction of the Insured.

The words "bodily injury" and "injury" wherever used in Insuring Agreement I(a) and in other parts of this Contract shall be deemed to include personal injury caused by slander or libel, false arrest, false imprisonment, false eviction, discrimination, humiliation, ridicule, mental or physical anguish, detention or malicious prosecution by any officer or employee of the Insured or by a detective or operator of a detective agency or by public authorities.

V. CONTRACT PERIOD, TERRITORY

~~This Contract applies only to events occurring during the continuation of this Contract, and within the United States of America, Mexico and the Dominion of Canada.~~ ✓

VI. BUSINESS OPERATIONS

It is understood and agreed that the business of the Insured covered hereunder is that of transportation of persons, baggage, freight, express, mail and other operations incidental to the conduct of the Insured's business.

It is further understood and agreed that, in addition to the foregoing, this Contract specifically covers the following:

- (a) The operation by employees of the Insured of any motor vehicle, whether belonging to the Insured or otherwise, which is about to be or has just been repaired or serviced by or stored in a garage or repair shop operated by the Insured;

- (b) the towing of equipment of the Insured by any bus, truck or other automotive equipment;
- (c) the liability assumed by the Insured under hold harmless agreements entered into between the Insured and manufacturers and others;
- (d) all motor vehicles, whether belonging to the Insured or otherwise, used with the consent and permission of the Insured for the purpose of carrying passengers or for any other purpose;
- (e) any director, officer, employee or stockholder of the Insured insofar as any liability exists on his part by reason of his being such director, officer, employee or stockholder.

VII. DEFINITION OF "ULTIMATE NET LOSS"

The term "Ultimate Net Loss" as used in this Contract shall be deemed to mean the actual sum or sums paid or payable to any person or persons as special, punitive or general damages, or any or all (as determined by settlement or adjustment of claim or claims as herein provided, or by final judgment), plus expense incurred by the Insured in providing such immediate medical or surgical relief as is imperative at the time of the occurrence covered hereby, because of bodily injury or injuries, death or deaths, arising out of or because of an occurrence covered hereby. Fees and expenses (including taxed court costs and interest accruing after entry of judgment) paid by the Insured, or any company acting as his insurer, or both, in investigating, defending and settling occurrences, claims and suits covered hereby (but not ordinary overhead expenses or salaries or annual retainers paid by or incurred by the Insured in connection therewith) shall be pro-rated between the Insured and the Company in proportion to their respective interests in the amount of Ultimate Net Loss paid.

It is hereby understood and agreed that the Insured are to have the benefit of recoveries under policies of other Insurers and such recoveries shall inure to the benefit of the Insured, and shall not be taken into account in arriving at the amount of loss; it being understood and agreed that this policy shall pay losses in excess of \$750,000.00 each occurrence combined Bodily Injury and Property Damage or the amount of such recoveries whichever is the greater.

It is noted and agreed by the Company hereon that the Insured may purchase from other Insurers a policy or policies providing various Bodily Injury and Property Damage limits underlying this policy, and the Company agrees that this policy shall cover as if the aforementioned policy or policies of other Insurers or any similar substitute therefor did not exist.

However, with respect to property leased, rented, occupied or used by or in the care, custody or control of the Insured or any of its employees (other than property of passengers), it is warranted that the Insured shall maintain primary insurance covering damage to or destruction of such property in the amount of \$5,000,000.00 and this policy shall only pay losses in excess thereof.

VIII. CLAIMS AND APPEALS

The Insured shall give prompt notice to the Company of any event or development which, in the judgment of the Insured, might result in a claim upon the Company hereunder. Inadvertent failure to so notify shall, however, not affect the liability of the Company, but the Insured agrees to use its best efforts to comply with the foregoing stipulations with a view to affording the Company every possible opportunity of safeguarding their interest in any claim in which they may be involved. The Insured shall forward promptly to the Company a copy of each claim, report, document, paper or pleading in connection with such case which may be required by the Company as adjustment proceeds.

The Company shall have the right to participate jointly with the Insured in the investigation, adjustment and settlement of claims upon which, in the judgment of the Company, they are or might become interested or exposed, and the Insured agrees to co-operate with the Company to the end that settlement may be made in each case where legal liability apparently exists with a minimum loss to the Company.

Upon closing of any claim which has previously been reported to the Company whether or not the Company sustained or will sustain liability thereon, the Insured will notify the Company thereof, in order that the Company's claim files may likewise be closed.

The Company will not undertake to investigate claims or defend suits or proceedings on behalf of the Insured. It is understood, however, that when so requested, the Insured will afford the Company an opportunity to be associated with the Insured, at the expense of the Company, in the defense or control of any claim or suit or proceeding which in the judgment of the Insured may involve the excess insurance afforded under this contract, and the Insured and the Company shall co-operate in every respect in the defense of such claim or suit or proceeding. It is further understood that the Insured shall not make settlement of any claim or group of claims (unless compelled so to do by final judgment of any court of competent jurisdiction) for an amount involving the interest of the Company under this contract, without the consent of the Company thereto.

It is the intention of the parties that under this contract the Insured will investigate all occurrences and claims covered hereby and defend all suits thereon, unless and until the Insured shall elect to effect settlement thereof.

In the event the Insured elects not to appeal a judgment in excess of the retained limit the Company may elect to take such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Company (other than expenses of such appeal, court costs, attorney's fees, interest on judgment, and all expenses incurred by the Company in connection therewith) for Ultimate Net Loss exceed the amounts set forth in Insuring Agreement II for any one occurrence.

It is understood and agreed that for the purpose of this condition notice to and consent of The Home Insurance Company, 59 Maiden Lane, New York, New York, shall be deemed to be notice to or consent of Company.

EXCLUSION

The Company shall not be liable hereunder, except with respect to liability assumed under contract or agreement for bodily injury to or death of any person or persons with respect to whom the liability of the Insured shall arise out of the relationships of master and servant or shall be imposed upon the said Insured by any Workmen's Compensation Law or Employers' Liability Act, it being understood and agreed that employees of one Affiliated, Associated and Subsidiary Company or Division, shall not be construed as employees of any other Affiliated, Associated and Subsidiary Company or Division, unless, at the time of injury or death, there exists a relationship of master and servant between the employees and such other Affiliated, Associated and Subsidiary Company or Division.

It is understood and agreed that the above Exclusion shall be deemed not to apply to liability imposed upon the Insured by law on account of claims by the wife of any employee for loss of consortium caused by injury to her husband, occurring during the course of his employment, provided, however, that such claims are not recoverable under any existing Workmen's Compensation and/or Employers' Liability policies carried by the Insured.

CONDITIONS

A. INSPECTION

The Company or its duly authorized representatives may at all reasonable times, at the main office of the Insured, inspect and examine the books, records and papers pertaining to the risks insured hereunder, and the Insured shall make available

to the Company for such inspection and examination all books, records and papers pertaining to the risks insured hereunder, but the Company waives no rights and undertakes no responsibility by reason of such inspection or examination or the omission thereof.

B. INCURRING OF COSTS

In the event of claim or claims arising which appear likely to exceed the Underlying limits no Costs shall be incurred by the Insured without the written consent of the Company.

C. SUBROGATION

In the event of the payment of any loss under this Contract, the Company shall be subrogated to the extent of such payment to all rights of the Insured against any person or entity responsible for such loss. The Insured hereby agrees to assist and co-operate in the enforcement of such rights. The Company agrees that it will not exercise any such right of subrogation against (1) any Insured covered by this contract, or (2) any person or entity in respect of which the Insured has assumed liability under contract or agreement. The Insured agrees to assign to the Company any and all such rights or causes of action with full power of substitution and release, and with authority to bring any actions thereon in the name of the Insured, or otherwise in the enforcement of such rights.

The Company will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings such amount shall be apportioned as follows:

First, any interest (including the Insured) that shall have paid an amount over and above any payment made under this contract shall be reimbursed up to the amount paid by such interest; second, the Company shall be reimbursed out of the balance then remaining, up to the amount paid under this contract; third, the Insured is entitled to the residue. The expenses of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned (including the Insured) in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of the Company, the expenses thereof shall be borne by the Company.

D. HONORABLE UNDERTAKING

The contract shall be considered an honorable undertaking the purposes of which are not to be defeated by a narrow or technical construction of its provisions, but shall be subject to a liberal interpretation for the purpose of giving the effect to the real intention of the parties hereto.

E. ASSIGNMENT

No assignment of interest under this contract shall bind the Company unless such assignment is consented to by an endorsement duly executed by the Company.

F. CHANGES

No change in this contract shall be valid unless made by an amendment or endorsement signed by the Company, nor shall notice to or knowledge possessed by any agent or any other persons be held to waive, alter or extend any portion or portions of this contract.

G. CANCELLATION

This contract shall become effective 12:01 A.M. on 31st August, 1966 Local Standard Time and shall continue in force for the term of thirty-six (36) months from that date, until cancellation by mutual consent or by either party hereto giving the other not less than sixty (60) days' written notice, by registered mail, stating the date on which cancellation shall become effective.

If this contract shall be cancelled by the Insured, the Company shall retain the earned premium hereon for the period that this contract has been in force, or the short rate proportion of the minimum premium calculated in accordance with the customary short rate scale.

If this contract shall be cancelled by the Company, it shall retain the pro rata earned premium hereon for the period that this contract has been in force or pro rata of the minimum premium whichever is the greater.

Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

H. SOLE AGENT

For the purpose of issuing instructions for the cancellation of this contract, or the altering of this contract, or the agreeing upon settlement of losses, or receiving or receipting for payment of claims, or for making of premium adjustments, The Greyhound Corporation, or order, shall be deemed the sole and irrevocable agent of each Insured named hereunder.

Notwithstanding anything contained in the foregoing, it is understood and agreed that payment of losses may be made direct to the Divisions or Companies of the Insured and their receipts for such payments shall be deemed full and satisfactory discharge of the Company's Liability hereunder.

- I. It is understood and agreed that premiums and losses hereunder shall be payable in United States Dollars except in respect of operations in the Dominion of Canada for which premium and losses shall be payable in Canadian Dollars, it being understood and agreed that the limits set forth in Insuring Agreement II shall be deemed to read United States Dollars in respect of occurrences arising anywhere in United States of America and/or Mexico and Canadian Dollars in respect of occurrences arising in the Dominion of Canada.

GU 6784

ENDORSEMENT

H E C

This endorsement, effective **8/31/66** , forms a part of policy No. **9 55 74 16**
(12:01 A. M., standard time)

issued to **The Greyhound Corporation, etal**

by **The Home Insurance Company**

It is understood and agreed that General Fire and Casualty Company is included in the coverage afforded by this insurance subject to the following exclusions:

- (a) Exclude Liability under any policy of insurance or reinsurance.
- (b) Exclude Liability in respect of cancellation, non-issuance or issuance on special terms or for inadequate amount of any policy.
- (c) Exclude Liability in respect of any claims or Underwriting report or any risks or claims, servicing or engineering by or on behalf of Insured.

All other terms and conditions of this policy remain unchanged.

UNIFORM PRINTING
FOR THE
INSURANCE
INDUSTRY

L. B. Somerville

Authorized Representative

Section A Endorsement #1

GU 6625

ENDORSEMENT

This endorsement, effective **8/31/66**, forms a part of policy No. **9 55 74 16**
(12:01 A. M., standard time)

H E C
9 55 74 16

issued to **The Greyhound Corporation**
by **The Home Insurance Company**

In consideration of the premium charged, it is understood and agreed that Insuring Agreement #5, "Contract Period, Territory" is hereby amended as follows:

This contract applies only to events occurring during the continuation of this contract, and happening anywhere in the world except Cuba.

All other terms and conditions of this policy remain unchanged.

UNIFORM PRINTING
AND SUPPLY DIVISION

T. B. Somerville
Authorized Representative

Section A Endorsement #2

SECTION B

BOILER INSURANCE CONTRACT

1. The Company, subject to the limitations, conditions, definitions and other terms contained in this contract, agree to indemnify The Greyhound Corporation and its Subsidiary Companies more than 50% owned (hereinafter called the "Insured") against loss from an accident to an object at a location all as more fully described in the Primary Policy issued to the Insured by The Hartford Steam Boiler Inspection and Insurance Company (herein called the "Primary Insurers").

2. It is understood and agreed that the Insured have purchased a primary policy from The Hartford Steam Boiler Inspection and Insurance Company, the agreement of which, at inception, provides for varying limits as follows:

\$150,000.00 limit per accident at two locations
\$100,000.00 limit per accident at two locations
\$ 50,000.00 limit per accident at remaining locations

It is expressly agreed that the Company herein shall be liable only for the excess of ultimate net loss any one accident as provided by the primary policy at the time of the accident and then only for the excess loss up to One Million Dollars (\$1,000,000.00) any one accident it being understood and agreed that the Company's liability will never be in excess of an amount less than \$50,000.00 per accident at any one location.

3. This contract is subject to the same terms, conditions and definitions (except as regards the premium, the amount and limit of liability, and renewal agreement, if any, and except as otherwise provided herein) as are contained in or as may be added to the Policy of the Primary Insurers provided always that the agreement shall not apply to any changes involving an increase in the Company's limit of liability for any one accident, it being understood and agreed that any such changes of this nature must be submitted to the Company for their consideration and agreement before they can be considered binding.

4. The term "ultimate net loss" shall be understood to mean the actual loss sustained by the Insured due to loss of or damage to their own property and/or the sum actually paid in cash in the settlement of losses for which the Insured is liable, after making proper deductions for all recoveries, salvages and other insurances, and shall exclude all expenses for salaried employees incurred in investigation, adjustment and litigation. Other loss and legal expenses incurred with the consent of the Company shall be apportioned in the proportion to the respective interests as finally determined.

5. All salvages, recoveries and payments recoverable subsequent to a loss settlement under this contract shall be applied as though recovered or received prior to the said settlement and all necessary adjustment shall be made by the parties hereto.
6. The Insured, upon the occurrence of an accident likely to cause a claim under this contract, shall give notice thereof as soon as practicable, with the fullest information obtainable at the time, to The Home Insurance Company, 59 Maiden Lane, New York, New York. Failure to notify the above Company of any accident, which at the time of its happening does not appear to involve this contract but which at a later date would appear to give rise to a claim hereunder, shall not prejudice such claim.
7. The Company shall be subrogated in case of payment of loss under this contract to the extent of such payment to all of the Insured's rights of recovery therefor and the Insured shall execute all papers required and shall do everything necessary to secure such rights.
8. The insolvency or bankruptcy of the Insured shall not release the Company from any of its obligations assumed hereunder. In case execution against the Insured on any final judgment covered by this insurance shall be returned "unsatisfied" by reason of such insolvency or bankruptcy then an action may be maintained by the injured person or his or her personal representative against the Company on this contract in the same manner and to the same extent as the Insured but not in excess of Limit per Accident applicable hereunder.
9. ~~This contract may be cancelled at any time at the request of the Insured in writing to The Home Insurance Company, 59 Maiden Lane, New York, New York, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short term premium. This contract may also be cancelled by or on behalf of the Company by thirty (30) days' notice given in writing to the Insured at the address stated herein and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.~~ ✓
10. It is understood and agreed that premiums and losses hereunder shall be payable in United States Dollars except in respect of operations in the Dominion of Canada for which premium and losses shall be payable in Canadian Dollars, it being understood and agreed that the limits set forth in Insuring Agreement II shall be deemed to read United States Dollars in respect of occurrences arising anywhere in United States of America and/or Mexico and Canadian Dollars in respect of occurrences arising in the Dominion of Canada.

11. This Insurance shall be construed as an honourable undertaking the purposes of which are not to be defeated by a narrow technical construction of its provisions, but shall be subject to a liberal interpretation for the purpose of giving effect to the real intention of the parties hereto.
12. PERIOD. This contract shall become effective 12:01 A.M. on August 31, 1966 Local Standard Time and shall continue in force until 12:01 A.M. on August 31, 1969.

GU 6784

ENDORSEMENT

This endorsement, effective **8/31/66** (12:01 A. M., standard time), forms a part of policy No. **H E C 9 55 74 16**

issued to **The Greyhound Corporation**

by **The Home Insurance Company**

In consideration of the premium charged, it is understood and agreed that Item #9 of Section B "Boiler Insurance Contract" is hereby amended to read as follows:

This contract may be cancelled at any time at the request of the insured in writing to The Home Insurance Company, 59 Maiden Lane, New York, N. Y. and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short term premium. This contract may also be cancelled by or on behalf of the Company by sixty (60) days' notice given in writing to the insured at the address stated herein and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.

All other terms and conditions of this policy remain unchanged.

UNIFORM PRINTING
EXEMPTED
FROM FEDERAL
SUPPLY DIVISION

I. B. Boneville, Jr.
AUTHORIZED Representative

Section B Endorsement #1

A&G 661a
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement, effective **8/31/66** (12:01 A. M., standard time), forms a part of policy No. **9 55 74 16** H E C

issued to **The Greyhound Corporation, etal**

by **The Home Insurance Company**

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.



L. B. Smewell Jr.
Authorized Representative

Endorsement #1