

AUTOMOBILE LIABILITY POLICY

No. **532-27920**

New
Former Policy No.



A CAPITAL STOCK COMPANY

SAINT PAUL-MERCURY
Indemnity Company

SAINT PAUL, MINNESOTA

DECLARATIONS

Item 1.—NAME OF

INSURED H.F. Wright

ADDRESS Rt. 1 NO. STREET

Westfield TOWN OR CITY Stokes COUNTY North Carolina STATE

OCCUPATION Farmer and Merchant IF MARRIED WOMAN, GIVE HUSBAND'S OCCUPATION OR BUSINESS NAME AND ADDRESS OF EMPLOYER

The automobile will be principally garaged at this address, unless otherwise stated herein:

Item 2.—POLICY PERIOD: From October 27, 1954 to October 27, 1955
12:01 A. M., Standard time at the address of the Named Insured as stated herein.

Item 3.—THE INSURANCE AFFORDED is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges. The limit of the Company's liability against each such coverage shall be as stated herein, subject to all the terms of this Policy having reference thereto.

Coverages	Limits of Liability		Premiums	
			Car 1	Car 2
A Bodily Injury Liability	\$ 5,000.00	each person	\$ 17.00	
	\$ 10,000.00	each accident		
B Property Damage Liability	\$ 5,000.00	each accident	\$ 13.00	
C Medical Payments	\$ 500.00	each person	\$ 4.00	
Endorsements	\$		\$	
PREMIUM (Each Car)			\$	
TOTAL PREMIUM			\$ 34.00	

Item 4.—DESCRIPTION OF THE AUTOMOBILE:

Year of Model	Trade Name	Model	Body Type; Truck Size; Tank Gallonage Capacity; or Bus Seating Capacity	Serial Number Motor Number	Rate Class BI-PD
1947	Ford	Club Coupe		S M 799A-1641142	

Item 5.—The purposes for which the automobile is to be used are pleasure and business unless otherwise stated herein:

- (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:

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

Countersignature Date October 27, 1954

At Mount Airy, N. C.

Edward S. [Signature] Agent.

AUTOMOBILE LIABILITY POLICY
SAINT PAUL-MERCURY INDEMNITY COMPANY
Organized under the Laws of the State of Delaware, Principal Office, Saint Paul, Minnesota

L. W. Ashby & Company, Agents
30 South Main Street
Mount Airy, North Carolina



Premium of \$34.⁰⁰
 paid this Sept

10, 1957

[Handwritten signature]

SHORT RATE TABLE

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

If Policy has been in force for 12 months or less, apply the standard short rate table for annual policies to the full annual premium determined as for a Policy written for a term of one year.

If Policy has been in force for more than 12 months:

1. Determine full annual premium as for a Policy written for a term of one year.
2. Deduct such premium from the full Policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the Policy has been in force to the length of time beyond one year for which the Policy was originally written.
3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period Policy has been in force.

THE SAINT PAUL-MERCURY INDEMNITY COMPANY

SAINT PAUL, MINNESOTA

(A Capital Stock Insurance Company, Herein Called the Company)

Agrees 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

SECTION I. COVERAGE A—BODILY INJURY LIABILITY

TO PAY on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance or use of the automobile

COVERAGE B—PROPERTY DAMAGE LIABILITY

TO PAY on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of the automobile.

COVERAGE C—MEDICAL PAYMENTS

TO PAY all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident, while in or upon, entering or alighting from the automobile if the automobile is being used by the Named Insured or with his permission.

SECTION II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS. As respects the insurance afforded by the other terms of this Policy under Coverages A and B the Company shall:

- (a) defend any suit against the Insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (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, the cost of bail bonds required of the Insured in the event of accident or traffic law violation during the Policy Period, not to exceed the usual charges of surety companies nor \$100 per bail bond, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the Insured in any such suit and 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;
- (d) pay expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;
- (e) reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request.

The amounts incurred under this insuring agreement, except settlements of claims and suits, are payable by the Company in addition to the applicable limit of liability of this Policy.

SECTION III. DEFINITION OF "INSURED." With respect to the insurance for bodily injury liability and for property damage liability the unqualified word "insured" includes the Named Insured and also includes any person while using the automobile and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the Named Insured or with his permission. The insurance with respect to any person or organization other than the Named Insured does not apply:

- (a) 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;
- (b) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of the automobile in the business of such employer.

This Policy does not apply:

- (a) 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;
- (b) under any of the coverages, to liability assumed by the Insured under any contract or agreement;
- (c) under Coverages A and B, while the automobile is used for the towing of any trailer owned or hired by the Insured and not covered by like insurance in the Company; or while any trailer covered by this Policy is used with any automobile owned or hired by the Insured and not covered by like insurance in the Company;

SECTION 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**—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**—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.

(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.

SECTION 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 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.

SECTION VI. 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 of America, its territories or possessions, or Canada, or is being transported between ports thereof, and is owned, maintained and used for the purposes stated as applicable thereto in the Declarations.

EXCLUSIONS

- (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;
- (e) 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;
- (f) under Coverage B, to injury to or destruction of property owned by, rented to, in charge of or transported by the Insured;
- (g) under Coverage C, to bodily injury to or sickness, disease or death of any person if benefits therefor are payable under any workmen's compensation law.

1. Limits of Liability. Coverage A The limit of bodily injury liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person in any one accident; the limit of such liability stated in the Declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons in any one accident.

2. Limit of Liability. Coverage C The limit of liability for medical payments stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury, sickness or disease, including death resulting therefrom, in any one accident.

3. Limits of Liability. The inclusion herein of more than one insured shall not operate to increase the limits of the Company's liability.

4. Financial Responsibility Laws. 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.

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

6. Notice of Accident. 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.

7. Notice of Claim or Suit. 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. Coverages A and B

8. 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. 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. Coverages A and B

9. Medical Reports; Proof and Payment of Claim. Coverage C As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require.

The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the Insured or, except hereunder, of the Company.

10. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company. Coverages A and B

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 codefendant in any action against the Insured to determine the Insured's liability.

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

11. Action Against Company. 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. Coverage C

12. Other Insurance. 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 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. Coverages A and B

13. Other Insurance. Under Coverage C, the insurance afforded with respect to other automobiles under Insuring Agreement V shall be excess insurance over any other valid and collectible medical payments insurance applicable thereto. Coverage C

14. Subrogation. 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. Coverages A and B

15. 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, vice-president, secretary or assistant secretary of the Company.

16. 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 cancelled, 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.

17. Cancellation. This Policy may be cancelled 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 cancelled by the Company by mailing to the Named Insured at the address shown in this Policy written notice (in Michigan such written notice shall be made by registered mail, return receipt requested) stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date, and hour, 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 premiums 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.

18. 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.

19. 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.

***TEXAS EXCEPTION—If this Policy is issued in or the Insured is a resident of Texas or the insurance afforded applies while the automobile is in the State of Texas, the cancellation of this Policy is subject to the exceptions as provided in the Texas Automobile Insurance Manual.

IN WITNESS WHEREOF, the Saint Paul-Mercury Indemnity Company 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.