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Clerk, Supreme Court of Appeals
Richmond, Va.

Record No. 5038

In the Supreme Court of Appeals of Virginia at Richmond

FIDELITY AND CASUALTY COMPANY OF NEW YORK

v.

DANTE FRATARCANGELO, ET AL., ETC.

FROM THE CIRCUIT COURT OF PRINCE GEORGE COUNTY

RULE 5:12—BRIEFS.

§5. Number of Copies. Twenty-five copies of each brief shall be filed with the clerk of the Court, and at least three copies mailed or delivered to opposing council on or before the day on which the brief is filed.

§6. Size and Type. Briefs shall be nine inches in length and six inches in width, so as to conform in dimensions to the printed record, and shall be printed in type not less in size, as to height and width, than the type in which the record is printed. The record number of the case and the names and addresses of counsel submitting the brief shall be printed on the front cover.

HOWARD G. TURNER, Clerk.

Court opens at 9:30 a. m.; Adjourns at 1:00 p. m.

IN THE

Supreme Court of Appeals of Virginia

AT RICHMOND

Record No. 5038

VIRGINIA:

In the Supreme Court of Appeals held at the Supreme Court of Appeals Building in the City of Richmond on Thursday the 18th day of June, 1959.

FIDELITY AND CASUALTY COMPANY OF NEW YORK,
Plaintiff in Error,

against

DANTE FRATARCANGELO, ET AL., ETC.,
Defendants in Error.

From the Circuit Court of Prince George County

Upon the petition of Fidelity and Casualty Company of New York a writ of error is awarded it to a judgment rendered by the Circuit Court of Prince George County on the 23rd day of February, 1959, in a certain proceeding then therein depending wherein Dante Fratarcangelo and Harry Fratarcangelo, t/a, etc., and another were plaintiffs and the petitioner and others were defendants; upon the petitioner, or some one for it, entering into bond with sufficient security before the clerk of the said circuit court in the penalty of three hundred dollars, with condition as the law directs.

RECORD

* * * * *

Filed in the Clerk's Office the 24th day of October, 1958.

Teste:

KENNETH L. FIGG, JR., Clerk.

PETITION FOR DECLARATORY JUDGMENT.

To the Honorable Judge of the Circuit Court of Prince George County:

The said petitioners represent unto the court as follows:

1. The defendant, The Fidelity and Casualty Company of New York, hereinafter called Fidelity, a corporation duly organized without the Commonwealth of Virginia but duly qualified to do business in the Commonwealth of Virginia, issued to the petitioners its policy of liability insurance covering liability for injuries sustained by persons as a result of operations of the business owned and maintained by the said Dante Fratarcangelo and Harry Fratarcangelo T/A Hopewell Iron and Steel Company. The said insurance contract was in effect upon the date of alleged injury hereinafter alluded to.

2. The said contract of insurance provided for insurance coverage for injuries caused by and arising out of the ownership, maintenance or use of premises, and all operations of the said business, including acts or omissions of petitioners in operating said business.

The said policy further provides that the said Fidelity shall defend any suit against the insured alleging injuries covered by the said policy and seeking damages on account thereof, even if such suit is groundless, false or fraudulent.

page 2 } 3. On or about September 30, 1958, Mr. Willie Edward King purchased from the said business a certain laundry stove. In general description the stove consisted of an iron pot in which fuel was designed to be placed, surrounded by an iron jacket in which water was designed to be circulated for heating. The jacket had two holes in it for the in-take and outlet of water. The said Mr. King was waited on by the petitioner, Dominic Fratarcangelo, an employee of the said business. The said King allegedly took the said stove to his home, in Prince George County where subsequently it

allegedly exploded causing injury to the defendants Charlotte King and Elizabeth King, daughters of Willie Edward King and under the age of 21 years.

The defendants King allege that the said petitioners were negligent in that they allegedly allowed and caused water to remain in the water jacket surrounding the heating portion of the stove and in that they allegedly on their own initiative placed plugs, which were not designed for this purpose, in the holes in the said water jacket at the time of sale of the stove, thus, causing the stove to explode when it was put in use and a fire ignited therein.

4. Demand has been made upon the said petitioners by the defendants King that they pay damages for injuries received by the defendants King and the petitioners have refused so to do. The said petitioners have made demand upon the defendant Fidelity to defend and protect them from any such claim made against them by the defendants King.

5. The said defendant Fidelity has denied that the said contract of insurance covers, applies to or protects the said petitioners and has failed and refused to defend or protect the petitioners from the claims of the defendants King.

6. Although the said petitioners specifically deny that they were in any manner negligent or did or omitted to do any of the acts complained of by the defendants King or that any act or omission of the said petitioners was the proximate cause of the injuries complained of by the defendants King, they allege that if any such negligence existed it was a negligence in operation of the said business which caused an injury as defined in the coverage afforded in the said policy of insurance. Thus, your petitioners allege that the said

page 3 } contract of insurance does cover and apply, if any negligence of the said petitioners should exist, to the injury complained of and negligence, if any, by the said petitioners.

7. An actual controversy now exists between the petitioners and the defendants with respect to the rights, duties and obligations of the parties as to the coverage afforded by the said insurance contract.

Wherefore, in consideration of the foregoing and for as much as the petitioners are otherwise remediless, the petitioner respectfully prays that after due hearing, this court enter into a declaratory judgment construing said liability policy of insurance and adjudicating, if there is a finding of negligence, that said policy does cover, apply to and protect the said petitioners as to any claim or claims asserted or that might be asserted against the said petitioners by the said de-

fendants King or any others injured or damaged as a result of the said explosion, and that the defendant Fidelity is obligated under the terms and provisions of the said contract of insurance to defend any action or actions in the name of or on behalf of the defendants King or any others injured or damaged as a result of the said explosion, and that the petitioner is obligated under the provisions of the said policy of insurance to make any payment or to pay and discharge any judgment that may be obtained by the defendants King or others injured or damaged as a result of the said explosion against said petitioners; and that the defendants King, or any other person injured or damaged as a result of the said explosion be enjoined from prosecuting against your petitioners any such action until the issues raised by this action are finally determined and this action is terminated and designated an ended cause; and the petitioners further pray that a jury be impanelled to determine the issues of fact
page 4 } raised herein and that a guardian *ad litem* be appointed to defend the interests of the infant defendants.

And your petitioners will ever pray, etc.

DANTE FRATARCANGELO
HARRY FRATARCANGELO
T/A HOPEWELL IRON & STEEL COMPANY
DOMINIC FRATARCANGELO
By JAMES G. HARRISON,
Of Counsel.

* * * * *

page 7 }

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ORDER APPOINTING GUARDIAN *AD LITEM.*

This cause came on this day to be heard upon the motion of counsel for the petitioners that a guardian *ad litem* be appointed.

And it appearing to the court that the defendants, Charlotte King and Elizabeth King, herein are infants under the age of twenty-one (21) years, the court doth appoint W. Francis Binford, a discreet and competent attorney at law as guardian *ad litem* for the said infant defendants.

I ask for this:

JAMES G. HARRISON,
Of Counsel for Petitioners.

Enter this:

J. J. TEMPLE
Judge.

Nov. 3, 1958.

* * * * *

page 12 }

* * * * *

ORDER

This day came the defendants by counsel, and moved the Court to extend the time within which the said defendants may file their pleadings in this cause.

Upon consideration of which it is Ordered that the time within which said defendant's pleadings may be filed is hereby extended to and including the 15th day of December, 1958.

I ask for this:

W. FRANCIS BINFORD, p. d.

I ask for this:

F. L. WYCHE, p. d.

ALEXANDER H. SANDS, JR.
Counsel for Fidelity & Casualty Co.

JAMES G. HARRISON,
Counsel for Petitioners.

Entered Date: Nov. 15, 1958.

J. J. TEMPLE, Judge.

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MOTION CRAVING OYER.

Now comes the defendant, The Fidelity and Casualty Company of New York, by counsel, and craves oyer of the policy of insurance mentioned in the Petition filed herein, and upon which the allegations in said Petition are sought to be sustained against The Fidelity and Casualty Company of New York, and it is further requested that the defendant, The Fidelity and Casualty Company of New York, do be granted an extension of the time within which it can file responsive pleadings until ten (10) days after such oyer be had.

THE FIDELITY AND CASUALTY
COMPANY OF NEW YORK
By ALEXANDER H. SANDS, JR.
315 American Building
Richmond, Virginia
Counsel.

Filed 12/3/58.

J. J. T.

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page 14 }

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ORDER.

This day came the parties, by counsel, and the defendant, The Fidelity and Casualty Company of New York, craving oyer of the Petitioners of certain documents referred to in the Petition herein and said Petitioners contending that such prayer for oyer improperly lies in this case, the matter is accordngly set down for argument upon said Motion and the time within which the defendants may file responsive pleadings is hereby extended until ten (10) days after such time as the Court rules upon the Motion craving oyer hereinabove mentioned.

Enter this Dec. 3, 1958.

J. J. TEMPLE, Judge.

I ask for this:

ALEXANDER H. SANDS, JR.,
Counsel for The Fidelity & Casualty
Company of New York.

Seen:

FRANCIS BINFORD,
Counsel for Charlotte & Elizabeth King

JAMES G. HARRISON
Counsel for Fratarcangelo, etc. and
Fratarcangelo.

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* * * * *

ORDER.

This day came the parties, by counsel, and the Court having heard argument of counsel on the motion of The Fidelity and Casualty Company of New York for oyer of the policy in the petition mentioned and described, doth grant said motion, and the petitioner is required to file the said policy, or a facsimile copy thereof, as a part of the record in this case; to which action of the Court the petitioner, by counsel, excepted.

WHEREUPON the petitioner filed a facsimile copy of the said policy, which is hereby made a part of the record, and the defendant, The Fidelity and Casualty Company of New York, is allowed ten days from this date within which to file its responsive pleading.

Seen:

ALEXANDER H. SANDS, JR.
Attorney for Fidelity and Casualty
Company of New York.

F. L. WYCHE
W. FRANCIS BINFORD
Attorney for Charlotte and Elizabeth King.

JAMES G. HARRISON, and I except hereto.
Attorney for petitioner, Fratarcangelo.

Enter this December 18, 1958.

J. J. TEMPLE, Judge.

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page 24 }

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DEMURRER.

Demurrer on behalf of The Fidelity and Casualty Company of New York.

Now came the Defendant, The Fidelity and Casualty Company of New York and says that the petition herein fails to state a cause of action against this Defendant for the following reasons:

(1) The policy here involved insures the named assured for his loss under Division 1 only of coverage A and B and not under Division 2, 3 or 4.

(2) Under the allegations of the petition herein the accident resulting in the injuries in question occurred (a) after the insured's operation as to the stove were completed and (b) away from the premises of the insured and would, therefore, constitute a "completed operation" as defined under I Definition of Hazards—Division 4 Subsection (2) of the policy in question.

(3) Under the heading "Exclusions," Par. (c) "Completed operations" as defined under I, Division 4 (2) are expressly excluded from coverage under Division 1.

(4) As the petitioner did not have, or pay premium for coverage under Coverage A, Division 4 and since this accident falls only under Coverage A, Division 4, there is no coverage for this accident under the policy in question.

THE FIDELITY AND CASUALTY
COMPANY OF NEW YORK
By ALEXANDER H. SANDS, JR.
315 American Building
Richmond, Virginia.
Counsel.

Filed in the Clerk's Office the 27th day of December, 1958.

Teste:

WILMA W. HUNTER, D. C.

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page 26 }

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DECREE OVERRULING DEMURRER.

This cause came on this day to be heard upon the Petition for Declaratory Judgment, upon the policy of insurance which was filed by order of this court, upon the Demurrer of the defendant, The Fidelity and Casualty Company of New York and was argued by counsel.

And it appearing to the court, as shown by its letter of February 16, 1956, addressed to all counsel of record, that the said Demurrer should be overruled,

The court doth accordingly ADJUDGE, ORDER and DECREE that the said Demurrer filed by the defendant, The Fidelity and Casualty Company of New York be and the same is hereby overruled, to which action of the court the said defendant excepts upon all grounds urged in argument of the said demurrer,

And the court doth further ADJUDGE, ORDER and DECREE that the defendants be allowed twenty-one (21) days from the date of entry of this order within which to file their grounds of defense.

I ask for this:

JAMES G. HARRISON.

I have seen this and except thereto:

ALEXANDER H. SANDS, JR.

We have seen this:

W. FRANCIS BINFORD
page 27 } F. L. WYCHE

Enter this: Feb. 23, 1959.

J. J. TEMPLE, Judge.

* * * * *

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* * * * *

ANSWER OF THE FIDELITY AND CASUALTY COMPANY OF NEW YORK.

The defendant, The Fidelity and Casualty Company of New York, for answer to the petition, styled motion for judgment, filed against it and others by the said plaintiffs, or to so much thereof as it is material and proper for it to answer, answers and says:

1. It admits that certain claims have been made against the plaintiff by Charlotte King and Elizabeth King as alleged in the petition, arising out of certain alleged acts performed by the plaintiffs in and about the conduct of plaintiffs' business, but denies that plaintiffs performed said alleged acts and that plaintiffs were in any way negligent or liable to said claimants on account thereof.

2. It admits that plaintiffs were insured under a certain policy of insurance, now filed among the papers in this case, pursuant to direction of this court, and that it has a contractual obligation to plaintiffs to the extent, but only to the extent, provided by and under the terms and conditions of said policy, No. MCS63507, and further admits that said policy of insurance was valid and in force at all time material to this case in accordance with its terms.

page 29 } 3. It denies that the insurance afforded by said policy, No. MCS63507 covers and protects the plaintiffs with respect to the claims of the co-defendants, Charlotte King and Elizabeth King, under the facts with reference to said claims alleged in said petition, and denies that it is obligated in any respect under said policy of insurance either (1) to defend plaintiffs in any action brought thereon, or (2) to protect plaintiffs from the consequences of said claims, or (3) to pay any sum of sums on behalf of plaintiffs to said claimants, either in settlement of said claims or in payment of any judgments against plaintiffs which may be rendered thereon, and asserts affirmatively that under said policy of insurance No. MCS63507, plaintiffs have no insur-

ance against loss on account of the claims of said co-defendant claimants or on account of any other claimant similarly situated on the facts.

4. It admits that demand has been made upon it by plaintiffs to assume investigation, defense and settlement of the claims of the said co-defendants against plaintiffs, and that it has declined so to do on the grounds alleged in paragraph 3 of this answer.

5. It admits that a *bona fide* controversy exists between it and the plaintiffs amounting to an antagonistic assertion of liability and right on the part of each, plaintiffs contending as stated in their said petition, that said policy of insurance affords them coverage, and this defendant contending, as stated in this answer, that no such coverage is afforded.

And now having fully answered the said petition, defendant prays to be hence dismissed with its reasonable costs in this behalf expended and that this court will declare
page 30 } upon the said petition that said policy of insurance does not cover the liability, if any, of plaintiffs to said claimants mentioned, and that this defendant has no liability thereon to undertake the defense, settlement or payment of said claims or of any other claims arising under the same facts.

THE FIDELITY AND CASUALTY
COMPANY OF NEW YORK
By ALEXANDER H. SANDS, JR.
315 American Building
Richmond, Virginia
Counsel.

Filed 2/23/59.

J. J. T.

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ANSWER.

The separate and joint answers of Charlotte King and Elizabeth King, infants, to a petition for declaratory judgment filed against them in the above entitled matter for their answer

thereto or so much thereof as they are advised it is material they should answer, answer and say:

(1) The allegations contained in paragraphs 1, 2, 3, 4, 5 and 7 of complainant's petition are admitted.

(2) The allegations contained in paragraph 6 of complainant's Bill are denied and these defendants say that the petitioners were negligent in their acts of omission and commission in the operation of their business that contributed to the injury of the defendants Charlotte King and Elizabeth King, infants.

(3) Further answering complainant's petition, these defendants say that the Fidelity and Casualty Company of New York, insurance carriers for the petitioners, should defend any suit against the insured alleging injures inflicted by the negligence or actions of omissions of the petitioners and should defend any suit or action instituted by these defendants against the insured.

Wherefore, these defendants pray that this cause *by* dismissed with their costs paid to them, in their behalf expended.

CHARLOTTE KING
By Counsel.

ELIZABETH KING
By Counsel.

W. FRANCIS BINFORD
Of Counsel.

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Filed 2/23/59.

J. J. T.

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MOTION FOR SUMMARY JUDGMENT.

The petitioners hereby move the court for summary judgment and would set forth the following as grounds therefor:

1. The defendant, The Fidelity & Casualty Company of New York, has interposed a Demurrer to the Petition for Declaratory Judgment which contested the question whether the policy of insurance filed herein covered, applied to and protected the petitioners as to any claims asserted or that might be asserted against the petitioners by the defendants King, and in particular whether the alleged negligence of the petitioners was covered under Division 1 of the said policy of insurance.

2. The said Demurrer, which in effect denied coverage under the terms of the said policy, was overruled by the court.

3. The defendant, The Fidelity & Casualty Company of New York, has now filed its answer to the Petition for Declaratory Judgment admitting all relevant facts and denying only that the said policy does not cover, apply to and protect the said petitioners and asserting that the facts alleged in the Petition for Declaratory Judgment do not provide for coverage under Division 1 of the said insurance policy.

4. This issue raised by the answer of the defendant, The Fidelity & Casualty Company of New York, has been disposed of by the said Demurrer.

Wherefore, the petitioners move the court for summary judgment and an adjudication that the said policy of liability insurance, a copy of which has been filed in this proceeding, does cover, apply to and protect the said petitioners as to any claim or claims asserting or that might be asserted against the said petitioners by the defendants King or any others injured or damaged as a result of the explosion described in the Petition For Declaratory Judgment, and that the

page 34 } Defendant Fidelity is obligated under the terms and provisions of the said contract of insurance to defend any action or actions in the name of or on behalf of the defendants King or any others injured or damaged as a result of the said explosion, and that the defendant Fidelity is obligated under the provisions of the said policy of insurance to make any payment or to pay and discharge any judgment that may be obtained by the defendants King or others injured or damaged as a result of the said explosion against said petitioners.

DANTE FRATARCANGELO
HARRY FRATARCANGELO
T/A HOPEWELL IRON & STEEL
COMPANY
DOMINIC FRATARCANGELO
By JAMES G. HARRISON
Of Counsel.

Filed 2/23/59.

J. J. T.

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RESPONSE TO MOTION FOR SUMMARY JUDGMENT.

This defendant, The Fidelity and Casualty Company of New York, says that the only defense it makes to the petition for declaratory judgment is based entirely upon the true meaning and intendment of the policy of insurance issued by it to plaintiffs' that such defense was heretofore raised, presented and argued on demurrer herein, and has been decided adversely to this defendant's contentions. It therefore agrees that there is no controverted issue of fact or issue of law remaining to be decided in this case.

THE FIDELITY AND CASUALTY
COMPANY OF NEW YORK
By ALEXANDER H. SANDS, JR.
315 American Building
Richmond, Virginia
Counsel.

Filed 2/23/59.

J. J. T.

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FINAL ORDER.

This cause came on this day to be heard upon the papers formerly read, upon the Decree of this court overruling the Demurrer of the defendant, The Fidelity and Casualty Company of New York, upon the answer of the defendants filed herein and upon the Motion for Summary Judgment filed by the petitioners and was argued by counsel.

And it appearing to the court that the Motion for Summary Judgment should be granted,

The court doth accordingly ADJUDGE, ORDER and DECREE that the policy of insurance, mentioned in the Petition for Declaratory Judgment and a copy of which has been filed herein, does cover, apply to and protect the said petitioners as to any claim or claims asserted or that might be asserted against the said petitioners by the defendants King or any others injured or damaged as a result of the explosion described in the Petition for Declaratory Judgment, and that the defendant Fidelity is obligated under the terms and provisions of the said contract of insurance to defend any action or actions in the name of or on behalf of the defendants King or any others injured or damaged as a result of the said explosion, and that the defendant Fidelity is obligated under the provisions of said policy of insurance to pay and discharge any judgment that may be obtained by the
page 37 } defendants King or others injured or damaged as a result of the said explosion against said petitioners, up to the face amount of said policy.

And to the foregoing action of the court the defendant, The Fidelity and Casualty Company of New York, excepts, and assigns as grounds of exception all matters urged in support of its demurrer heretofore filed and disposed of herein.

I ask for this:

JAMES G. HARRISON
Counsel for Petitioners.

I have seen this and I except thereto:

ALEXANDER H. SANDS, JR.,
Counsel for defendant, The Fidelity and Casualty Company of New York.

We have seen this:

W. FRANCIS BINFORD,
Counsel for defendants King.

FRANK L. WYCHE,
Counsel for defendants King.

Enter this Feb. 23, 1959.

J. J. TEMPLE, Judge.

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Filed in the Clerk's Office the 18th day of March, 1959.

Teste:

WILMA W. HUNTER, D. C.

NOTICE OF APPEAL AND ASSIGNMENT OF ERROR.

To Clerk of the Circuit Court of Prince George County:

Counsel for The Fidelity and Casualty Company of New York, defendant in the above styled cause, hereby gives notice of appeal from the final Order entered in said cause on February 23, 1959, and sets forth the following assignments of error:

1. The Court erred in overruling the defendant, The Fidelity and Casualty Company of New York's, demurrer to the petition seeking declaratory judgment therein.
2. The Court erred in entering final Order of Summary Judgment holding that the policy *hereinvolved,* issued by the defendant, The Fidelity and Casualty Company of New York, covered the accident under the circumstances alleged in the petition for declaratory judgment or the liability of the plaintiff herein therefor, if any.
3. The Court erred in holding that it was incumbent upon The Fidelity and Casualty Company of New York, under the terms of its policy and under the facts and circumstances involved in this proceeding, to either defend the plaintiff in any

page 39 } action which might be brought against him as a result of the accident involved, or to pay any judgment which might be rendered in such action against the plaintiff, or any part thereof.

4. The Court erred in refusing to hold that coverage for the accident under the facts here involved was expressly excluded under the language of the policy issued by The Fidelity and Casualty Company of New York herein.

THE FIDELITY AND CASUALTY
COMPANY OF NEW YORK
By ALEXANDER H. SANDS, JR.
315 American Building
Richmond, Virginia
Counsel.

• • • • •

A Copy—Teste:

H. G. TURNER, Clerk.

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MANUFACTURERS' AND CONTRACTORS' SCHEDULE LIABILITY POLICY

Notice of an accident, however slight, is required.

The Fidelity and Casualty Company of New York

80 MAIDEN LANE, NEW YORK 38, N. Y.

NOTICE

This policy contains a NUCLEAR ENERGY LIABILITY EXCLUSION. Please read the policy.

LIAB. 5912

MANUFACTURERS' AND CONTRACTORS' SCHEDULE LIABILITY POLICY

The Fidelity and Casualty Company of New York

80 MAIDEN LANE, NEW YORK 38, N. Y.

America Fore
INSURANCE GROUP

OFFICERS

FRANK A. CHRISTENSEN . . . . President
J. VICTOR HERD . . . Executive Vice President
WILLIAM F. LAMM, JR. . . . Secretary

DIRECTORS

FRANK A. CHRISTENSEN
EDWARD S. FELDFIELD
JAMES J. DOMINICK
JOHN W. DRYE, JR.
DeCOURSEY FALES
WADE FETZER
J. VICTOR HERD
HENRY C. IRONS
E. HERRICK LOW
HALL PARK McCULLOUGH
R. E. McNEILL, JR.
AUGUSTE G. PRATT
CHAS. E. SWAN
WILLIS D. WOOD

PLEASE READ YOUR POLICY

Short Rate Cancelation Table

For Term of One Year

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
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

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

80 Maiden Lane, New York 38, N. Y.
(A 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

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 hazards hereinafter defined.

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 hazards hereinafter defined.

Definition of Hazards

Division 1—Premises—Operations The ownership, maintenance or use of premises, and all operations.

Division 2—Elevators The ownership, maintenance or use of any elevator designated in the declarations.

Division 3—Independent Contractors Operations performed for the named insured by independent contractors and general supervision thereof by the named insured, if the accident occurs in the course of such operations, other than (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Division 4—Products—Completed Operations

(1) Goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of the Schedule excludes any part of the foregoing; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

(2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division 1 of the Schedule specifically includes completed operations.

Coverage C—Medical Payments

To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident and arising out of the ownership, maintenance or use of premises owned, rented or controlled by the named insured and the ways immediately adjoining on land, or operations of the named insured.

Coverage D—Contractual Liability of a Specified Type

To pay on behalf of the insured all sums which the insured, by reason of the liability assumed by him under any of the following types of agreements, if in writing and if described in the Schedule, shall become legally obligated to pay as damages because of:

Division 1. Bodily Injury Liability—bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

Division 2. Property Damage Liability—injury to or destruction of property, including the loss of use thereof, caused by accident.

Types of Agreements:

(1) a lease of premises;
(2) a sidetrack agreement;
(3) an elevator or escalator maintenance agreement;
(4) an easement agreement in connection with a railroad grade crossing;
(5) an agreement required by municipal ordinance in connection with work for the municipality.

II Defense, Settlement, Supplementary Payments

With respect to such insurance as is afforded by this policy for bodily injury liability and for property damage liability, 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) (1) 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 any such bonds;

(2) 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 or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(3) 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;

(4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

III Definition of Insured

With respect to the insurance under coverages A, B and D the unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

IV Insurance for Newly Acquired Elevators

Such insurance as is or can be afforded under division 2 of the Definition of Hazards and under coverage C applies to elevators newly installed at the premises described in the declarations and to elevators at other premises of which the named insured acquires ownership or control.

This insuring agreement does not apply: (a) unless the named insured notifies the company within thirty days after the acquisition of each such elevator to which he wishes the insurance to apply; (b) to any loss against which the named insured has other valid and collectible insurance.

This insuring agreement applies only under the coverages for which this policy already affords insurance and then applies subject to the limits of liability stated in the declarations.

V Incidental Written Agreements

Exclusion (d) does not apply to the following types of written agreements: (a) any easement agreement, except in connection with a railroad grade crossing, or (b) any agreement required by municipal ordinance, except in connection with work for the municipality. Exclusions (a), (c) (2) and (k) do not apply to liability assumed under such agreements. If, with respect to this insuring agreement, more than one division of the Definition of Hazards applies, the limits of liability applicable to this insuring agreement shall be the highest limits of liability as stated in the declarations for any one of divisions 1, 2 and 3.

VI Policy Period, Territory

This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

MANUFACTURERS' AND CONTRACTORS' SCHEDULE LIABILITY POLICY

PART TWO

Form L 5670

CAUTION: THIS POLICY IS INCOMPLETE UNLESS PART ONE (DECLARATIONS PAGE) IS ATTACHED HERETO.

MANUFACTURERS AND CONTRACTORS SCHEDULE LIABILITY POLICY — PART ONE

DECLARATIONS

This declarations page shall not be binding upon the company unless countersigned by a duly authorized representative of the company and attached, when issued, to the company's Manufacturers' and Contractors' Schedule Liability Policy — Part Two — Form L 5670.

POLICY NO. MCS 63507

CO. USE ONLY — PREMIUM: 1 yr. [ ] 3 yr. [x]; B.I. 132.00; P.D. 107.00; Tot. 239.00

IF INDICATED BELOW INTERIM ADJUSTMENTS OF PREMIUM SHALL BE MADE: [ ] Annually [ ] Semi-Annually [ ] Quarterly [ ] Monthly

INSPECTION: Yes [x] No [ ]

1. Named Insured

Dominic Fratarcangelo, Henry
Fratarcangelo & Dante Fratarcangelo
T/A Hopewell Iron & Steel Company
South End of 6th Ave.
Hopewell, Va.

Address (Number and Street, Town or City, County and State)

[ ] Individual [x] Partnership [ ] Corporation
[ ] Other (specify)

2. Policy Period: From 12:01 (HOUR AND MINUTE) o'clock A.M., May 4, 1958 to May 4, 1959
12:01 A.M., standard time at the address of the named insured as stated herein.

dw 3/10

BRANCH OFFICE, GENERAL AGENT, AGENT OR BROKER	CODE			RENEWAL OF
	Rich. 45-445	Hopewell Ins. Agy. Hopewell, Va.		63155

3. Location of all premises owned, rented or controlled by named insured (Enter "same" if same location as above address): Same

4. Interest of named insured in such premises (Enter "Owner," "General Lessee" or "Tenant"): Part occupied by named insured.

5. Business of the named insured is: Iron and Scrap Sales

America Fore INSURANCE GROUP

The Fidelity and Casualty Company of New York
A STOCK COMPANY
80 MAIDEN LANE, NEW YORK 38, N. Y.

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

Coverages		Limits of Liability	Divisions	Advance Premiums
A	Bodily Injury Liability	$ 25,000. each person $ 50,000. each accident $ Nil aggregate (Aggregate applies to Div. 4 only)	1. Premises—Operations	$ 119.68
			2. Elevators	$
			3. Independent Contractors	$
			4. Products—Completed Operations	$
B	Property Damage Liability	$ 5,000. each accident $ aggregate (Aggregate applies to Divs. 1, 3 & 4 only)	1. Premises—Operations	$ 107.00
			2. Elevators	$
			3. Independent Contractors	$
			4. Products—Completed Operations	$
C	Medical Payments	$ 500. each person $ 25,000. each accident	1. Premises—Operations 14 % of basic limits Bodily Injury Liability Premium under Division 1 which is subject to audit.	$ 12.32
			2. Elevators	$
D	Contractual Liability of a Specified Type	$ each person $ each accident	1. Bodily Injury Liability	$
		$ each accident $ aggregate	2. Property Damage Liability	$
Additional Charges:				$
5838 att.			Total Advance Premium	$ 239.00

Numbers of endorsements forming a part of the policy on its effective date:

Premium is payable: $ 239.00 1st year $ 2nd year $ 3rd year.

7. The declarations are completed on attached schedules designated:

8. During the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

HOPEWELL INSURANCE AGENCY, INC.
BY M. N. Vaughan

Countersigned by

L 5669 - 30M (560230557)

(THIS SPACE FOR ATTACHING ENDORSEMENTS)

EXCLUSIONS

This policy does not apply:

(a) under division 1 of the Definition of Hazards, and under coverage C, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from premises owned by, rented to or controlled by the named insured, except insofar as this part of this exclusion is stated in the declarations to be inapplicable, (2) automobiles if the accident occurs away from such premises or the ways immediately adjoining, or (3) aircraft;

(b) under division 1 of the Definition of Hazards, to elevators;

(c) under division 1 of the Definition of Hazards, and under coverage C, to (1) the Independent Contractors Hazard or (2) the Products—Completed Operations Hazard;

(d) under divisions 1, 2 and 3 of the Definition of Hazards, to liability assumed by the insured under any contract or agreement;

(e) under division 3 of the Definition of Hazards, to any act or omission of the named insured or any of his employees, other than general supervision of work performed for the named insured by independent contractors;

(f) under division 4 of the Definition of Hazards, to liability assumed by the insured under any contract or agreement except a warranty of goods or products;

(g) under coverage D and under Insuring Agreement V, to (1) a warranty of goods or products, or (2) any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;

(h) to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under any contract or agreement or (2) expenses under Insuring Agreement II (b) (3) or under coverage C;

(i) under coverages A, B and D, to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage and, under coverage C, to any expense resulting from such sale, gift, distribution or use;

(j) under coverages A and D, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(k) under coverage A, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

(l) under coverages B and D, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this policy, property used by the insured, or (3) except with respect to liability under such sidetrack agreements or the use of elevators, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (4) any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;

(m) under coverage B, with respect to division 1 of the Definition of Hazards, and under coverage D, to any of the following insofar as any of them occur on or from premises owned by or rented to the named insured and injure or destroy buildings or property therein and are not due to fire: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights transoms or ventilators.

(n) under coverage C, to bodily injury to or sickness, disease or death of (1) the named insured, any partner therein, any tenant or other person regularly residing on premises owned by or rented to the named insured, or any employee of such insured, tenant or other person arising out of and in the course of his employment therewith, or (2) any other tenant of such premises, or any employee of such other tenant arising out of and in the course of his employment therewith, on that part of such premises rented to such other tenant, or (3) any person arising out of and in the course of his employment if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (4) any person while engaged in maintenance, alteration, demolition or new construction operations for the named insured or for any lessee of the named insured or any lessor of premises rented to the named insured, or (5) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(o) under coverage C, to (1) elevators, unless medical payments for elevators is stated in the declarations as included, or (2) any expense for services by the named insured, any employee thereof, or any person or organization under contract to the named insured to provide such services.

CONDITIONS

(Unless otherwise noted, the conditions apply to all coverages.)

1. Premium

The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis:

(1) the word "cost" means the total cost to the named insured under division 3 of the Definition of Hazards, or to any indemnitee under coverage D, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(2) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

(3) the word "remuneration" means (a) the entire remuneration earned during the policy period by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company, and subject with respect to each executive officer to a maximum and a minimum of $100 and $30 per week, and (b) the remuneration of each proprietor at a fixed amount of $3,600 per annum;

(4) the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit

The company shall be permitted to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

3. Definitions

(a) **Elevator.** The word "elevator" means any hoisting or lowering device to connect floors or landings at any building owned, rented or controlled by the named insured, unless the named insured owns, rents or controls only a part of the building and does not operate, maintain or control the elevator, whether or not such device is in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery. "Elevator" does not include a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property, or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

(b) **Automobile.** The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

(1) The following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.

(2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane or shovel, ditch or trench digger; and any air-

compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.

(c) **Assault and Battery.** Under coverages A and B, assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

4. Limits of Liability

(Coverages A and D) 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 as the result of 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 as the result of any one accident.

5. Limit of Liability

(Coverages B and D) The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

6. Limits of Liability

(Coverages A, B and D) Subject to the limit of liability with respect to "each accident", the limit of liability, if any, stated in the declarations as "aggregate" is the total limit of the company's liability for the division of hazards, and under the coverage, for which said limit is stated; provided, under division 1 of the Definition of Hazards, said limit applies only to premises and operations rated on a remuneration premium basis and contractors' equipment rated on a receipts premium basis. Under divisions 1 and 3 of the Definition of Hazards and under coverage D, said limit applies separately to each project with respect to operations being performed away from premises owned by or rented to the named insured.

Under division 4 of the Definition of Hazards all damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident.

The insurance afforded by this policy under division 2 of the Definition of Hazards applies separately to each elevator.

7. Limits 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, as the result of 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 expenses incurred by or on behalf of two or more persons who sustain bodily injury, sickness or disease, including death resulting therefrom, as the result of any one accident.

8. Severability of Interests

(Coverages A, B and D) The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

9. 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.

10. Notice of Claim or Suit

(Coverages A, B and D) 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.

11. Assistance and Cooperation of the Insured

(Coverages A, B and D) 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.

12. 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.

13. Action Against Company

(Coverages A, B and D) 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.

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

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

14. Action Against Company

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

15. Other Insurance

(Coverages A, B and D) 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.

16. Subrogation

(Coverages A, B and D) 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.

17. Three Year Policy

A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

18. 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 a duly authorized representative of the company.

19. 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, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancelation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancelation of this policy.

20. Cancelation

This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancelation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

21. Declarations

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

In Witness Whereof, the company has caused this policy to be signed by its president and a secretary but this policy shall not be binding upon the company unless completed by the attachment hereto of a declarations page designated as Manufacturers' and Contractors' Schedule Liability Policy — Part One and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

Secretary

President

The Fidelity and Casualty Company of New York

AMENDATORY ENDORSEMENT — INCIDENTAL WRITTEN AGREEMENTS

— MCS Policies —

It is agreed that the first sentence of Insuring Agreement V, "Incidental Written Agreements" is amended to read:

Exclusion (d) does not apply to the following types of written agreements: (a) any easement agreement, except in connection with a railroad grade crossing, (b) any agreement required by municipal ordinance, except in connection with work for the municipality, (c) any elevator or escalator maintenance agreement or (d) any lease of premises agreement.

This endorsement shall not be binding upon the Company unless countersigned by a duly authorized representative of the Company.

This endorsement is effective as of May 4, 1958 (Date) and forms a part of Policy No. MCS 63507 issued to Dominic Fratarcangelo, etal

Policy term from , 19 to , 19 .

COUNTERSIGNED BY HOPEWELL INSURANCE AGENCY, INC.

BY M. N. Vaughan
AUTHORIZED REPRESENTATIVE

President

BRANCH OFFICE ..... AGENT OR BROKER .....

GENERAL AGENT ..... (ADDRESS)

Liab. 5838

Policy No. MCS 63507

The Fidelity and Casualty Company of New York

Schedule Completing Declarations of Manufacturers' and Contractors' Schedule Liability Policy

Schedule_____

Description of Hazards The rating classifications under the Description of Hazards do not modify the exclusions or other terms of this policy.	Code No.	Premium Bases	Rates: Bodily Injury Liability	Rates: Property Damage Liability	Advance Premiums: Bodily Injury Liability	Advance Premiums: Property Damage Liability
1. Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration			
Iron or Steel scrap dealers (wrecking and salvaging to be separately rated)	3446	e) 35,000.	.340	.30	119.00	105.00
Roofing-all kinds-including yard employees...	5551	e) 200	.177	.87	.35	1.74
Concrete or Cement Sidewalk, Driveway, Yard, Airport Runway or arming Apron Construction...	5200	e) 200	.163	.13	.33	.26
Medical Payments					12.32	
in. Prem. $13.60 BI $12.50 PD						
2. Elevators		Number Insured	Per Elevator			
3. Independent Contractors		Cost	Per $100 of Cost			
4. Products—Completed Operations		Sales	Per $1,000 of Sales			
5. Contractual—Specified Types of Agreements		(a) Number Insured (b) Cost	(a) Per Contract (b) Per $100 of Cost			
				Total Premiums	$ 132.00	$ 107.00

L 5669 Sch. 30M (560230557)

America Fore Loyalty Group
INSURANCE COMPANIES

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

—Automobile-General Liability Policies except the Family Automobile, Comprehensive Personal Liability and Farmer's Comprehensive Personal Liability Policies—

It is agreed that the insurance afforded under any liability coverage of the policy or of any endorsement used therewith does not apply:

(a) to injury, sickness, disease, death or destruction with respect to which an insured under the policy is also an insured under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the occurrence resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such occurrence notwithstanding such contract has terminated upon exhaustion of its limit of liability;

(b) to the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard; provided that except for byproduct material, this paragraph (b) shall not apply to goods or products manufactured or handled by a nuclear facility owned, maintained, operated or used by or on behalf of an insured while such goods or products are away from such facility after sale or distribution to others;

(c) to the furnishing of services, materials, parts or equipment by an insured in connection with the planning, construction, maintenance, operation or use of any nuclear facility, (1) with respect to injury to or destruction of any nuclear facility or property thereat resulting from the nuclear energy hazard or (2) if the nuclear facility is located outside the United States of America, its territories or possessions, or Canada, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard;

(d) to the transportation, handling, use, sale, distribution or disposal of byproduct material, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard.

As used in this endorsement:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of source material, special nuclear material or byproduct material.

2. The terms "source material," "special nuclear material" and "byproduct material" shall have the meanings given them in the Atomic Energy Act of 1954 or by any law amendatory thereof; provided, except for byproduct material (a) contained in or combined with special nuclear material or (b) held, stored, transported or disposed of as waste by or on behalf of a nuclear facility, "byproduct material" shall not include any radioactive isotope away from a nuclear facility.

3. The term "nuclear facility" means:

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

   (b) any equipment or device (i) designed or used for the separation of the isotopes of uranium or plutonium, (ii) designed or used for the processing, fabricating or alloying of special nuclear material or of irradiated materials containing special nuclear material, (iii) incorporating or making use of such irradiated materials, or (iv) designed or used for processing waste byproduct material;

   (c) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste source material or waste consisting of or containing special nuclear material or byproduct material;

   and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

   Subdivision (ii) of paragraph (b) foregoing is not applicable to the occasional mechanical processing or fabricating of special nuclear material by any person or organization at a location which contains no equipment, device or apparatus otherwise defined herein as a nuclear facility, where special nuclear or byproduct material is not regularly handled, stored, or disposed of as waste, and which is principally used for other operations not related to the handling, fabricating or use of special nuclear material.

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

5. If an endorsement attached to the policy contains a nuclear energy liability exclusion applicable to a specific liability coverage, then this endorsement does not apply to such coverage.

This endorsement forms a part of policy No. MGS 63507 ..... issued to the insured named therein and is effective as of the inception date of such policy.

COUNTERSIGNED BY
[illegible] INSURANCE AGENCY, INC.
BY M. N. Vaughan
AUTHORIZED REPRESENTATIVE

President

Liab. 5911 (4960)

RULE 5:12—BRIEFS

§1. Form and Contents of Appellant's Brief. The opening brief of appellant shall contain:

(a) A subject index and table of citations with cases alphabetically arranged. The citation of Virginia cases shall be to the official Virginia Reports and, in addition, may refer to other reports containing such cases.

(b) A brief statement of the material proceedings in the lower court, the errors assigned and the questions involved in the appeal.

(c) A clear and concise statement of the facts, with references to the pages of the printed record when there is any possibility that the other side may question the statement. When the facts are in dispute the brief shall so state.

(d) With respect to each assignment of error relied on, the principles of law, the argument and the authorities shall be stated in one place and not scattered through the brief.

(e) The signature of at least one attorney practicing in this Court, and his address.

§2. Form and Contents of Appellee's Brief. The brief for the appellee shall contain:

(a) A subject index and table of citations with cases alphabetically arranged. Citations of Virginia cases must refer to the Virginia Reports and, in addition, may refer to other reports containing such cases.

(b) A statement of the case and of the points involved, if the appellee disagrees with the statement of appellant.

(c) A statement of the facts which are necessary to correct or amplify the statement in appellant's brief in so far as it is deemed erroneous or inadequate, with appropriate references to the pages of the record.

(d) Argument in support of the position of appellee.

The brief shall be signed by at least one attorney practicing in this Court, giving his address.

§3. Reply Brief. The reply brief (if any) of the appellant shall contain all the authorities relied on by him not referred to in his opening brief. In other respects it shall conform to the requirements for appellee's brief.

§4. Time of Filing. As soon as the estimated cost of printing the record is paid by the appellant, the clerk shall forthwith proceed to have printed a sufficient number of copies of record or the designated parts. Upon receipt of the printed copies or of the substituted copies allowed in lieu of printed copies under Rule 5:2, the clerk shall forthwith mark the filing date on each copy and transmit three copies of the printed record to each counsel of record, or notify each counsel of record of the filing date of the substituted copies.

(a) If the petition for appeal is adopted as the opening brief, the brief of the appellee shall be filed in the clerk's office within thirty-five days after the date the printed copies of the record, or the substituted copies allowed under Rule 5:2, are filed in the clerk's office. If the petition for appeal is not so adopted, the opening brief of the appellant shall be filed in the clerk's office within thirty-five days after the date printed copies of the record, or the substituted copies allowed under Rule 5:2, are filed in the clerk's office, and the brief of the appellee shall be filed in the clerk's office within thirty-five days after the opening brief of the appellant is filed in the clerk's office.

(b) Within fourteen days after the brief of the appellee is filed in the clerk's office, the appellant may file a reply brief in the clerk's office. The case will be called at a session of the Court commencing after the expiration of the fourteen days unless counsel agree that it be called at a session of the Court commencing at an earlier time; provided, however, that a criminal case may be called at the next session if the Commonwealth's brief is filed at least fourteen days prior to the calling of the case, in which event the reply brief for the appellant shall be filed not later than the day before the case is called. This paragraph does not extend the time allowed by paragraph (a) above for the filing of the appellant's brief.

(c) With the consent of the Chief Justice or the Court, counsel for opposing parties may file with the clerk a written stipulation changing the time for filing briefs in any case; provided, however, that all briefs must be filed not later than the day before such case is to be heard.

§5. Number of Copies. Twenty-five copies of each brief shall be filed with the clerk of the Court, and at least three copies mailed or delivered to opposing counsel on or before the day on which the brief is filed.

§6. Size and Type. Briefs shall be nine inches in length and six inches in width, so as to conform in dimensions to the printed record, and shall be printed in type not less in size, as to height and width, than the type in which the record is printed. The record number of the case and the names and addresses of counsel submitting the brief shall be printed on the front cover.

§7. Effect of Noncompliance. If neither party has filed a brief in compliance with the requirements of this rule, the Court will not hear oral argument. If one party has but the other has not filed such a brief, the party in default will not be heard orally.

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