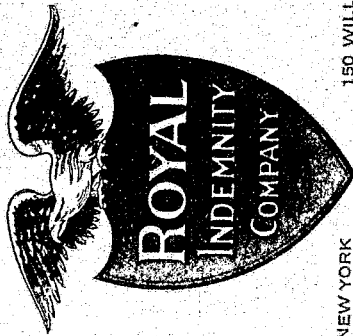


Standard Workmen's Compensation
and Employers' Liability Policy



150 WILLIAM STREET
HEAD OFFICE: NEW YORK

J. F. O'LOUGHLIN, PRESIDENT

792404

ISSUED TO
State of Minnesota Department
of Highways

EXPIRATION

July 1, 1946

~~INITIAL PREMIUM \$100.00~~

Certified that this is an exact and true copy
of Royal Indemnity Company Policy No. C792404
issued to State of Minnesota Department of
Highways.

T. C. FIELD & COMPANY

By: *Alfred W. O'Sullivan*

T. C. Field & Company
INSURANCE AND BONDS
262-68 LOWRY MEDICAL ARTS BUILDING
SAINT PAUL, MINNESOTA
- 2 -

PLEASE READ YOUR POLICY

9861

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
SEP 2 0 1945

W. H. Johnson
Secretary of State.

ANNUAL SHORT RATE TABLE

Take the percentage indicated in the scale opposite the number of days or months policy has run on the premium at given rate and the result will be the premium earned in the case of cancellation. Periods exceeding 20 days and not exceeding 25 days, to be charged at the rate of 25 days, and so on up to one year.

CHARGE or RETAIN the percentage named.

1 day	2 per cent. of annual premium	55 days	29 per cent. of annual premium
2 days	4	60	30
3	5	65	33
4	6	70	36
5	7	75	37
6	8	80	38
7	9	85	39
8	10	90	40
9	10	105	46
10	10	120	50
11	11	135	56
12	11	150	60
13	12	165	66
14	13	180	70
15	13	195	73
16	14	210	75
17	15	225	78
18	16	240	80
19	16	255	83
20	17	270	85
25	19	285	88
30	20	300	90
35	23	315	93
40	25	330	95
45	27	345	98
50	28	360	100

IMPORTANT

Take notice that Paragraph One (b) of this policy affords no insurance for occupational disease unless this policy is extended by endorsement to provide therefor.

The Employer will appreciate the necessity of notifying the Head Office of the Company, or its duly authorized representative, of every ACCIDENT, however slight, immediately upon its occurrence.

If the accident is fatal, or involves serious injury telephone or telegraph at the Company's expense, giving date of inquest if one is to be held.

Do not delay sending in notice because unable to give all information desired; send a complete notice later.

"The great economical question of accident prevention should have the personal attention of every employer. Keep your plant in such condition that the number of accidents will be minimized. The cost of insurance is based on the cost of accidents. Reduce accident cost, and insurance cost will be reduced."

ROYAL INDEMNITY COMPANY

A Stock Company (Incorporated under the laws of the State of New York) herein called the Company

Does Hereby Agree with this Employer, named and described as such in the Declarations forming a part hereof, as respects personal injuries sustained by employees, including death at any time resulting therefrom as follows:

I. (a) To Pay Promptly to any person entitled thereto under the Workmen's Compensation Law and in the manner therein provided, the entire amount of any sum due and all installments thereof as they become due.

(1) To such person because of the obligation for compensation for any such injury imposed upon or accepted by this Employer under such of certain statutes, as may be applicable thereto, cited and described in an endorsement attached to this Policy, each of which statutes is herein referred to as the Workmen's Compensation Law, and

(2) For the benefit of such person the proper cost of whatever medical, surgical, nurse or hospital services, medical or surgical apparatus or appliances and medicines, or, in the event of fatal injury, whatever funeral expenses are required by the provisions of such Workmen's Compensation Law.

It is agreed that all of the provisions of each Workmen's Compensation Law covered hereby shall be and remain a part of this contract as fully and completely as if written herein, so far as they apply to compensation or other benefits for any personal injury or death covered by this Policy, while this Policy shall remain in force. Nothing herein contained shall operate to so extend this Policy as to include within its terms any Workmen's Compensation Law, scheme or plan not cited in an endorsement hereto attached.

I. (a) To Indemnify this Employer against loss by reason of the liability imposed upon him by law for damages on account of such injuries to such of said employees as are legally employed wherever such injuries may be sustained within the territorial limits of the United States of America or the Dominion of Canada. In the event of the bankruptcy or insolvency of this Employer the Company shall not be relieved from the payment of such indemnity hereunder as would have been payable but for such bankruptcy or insolvency. If, because of such bankruptcy or insolvency, an execution against this Employer is returned unsatisfied in an action brought by the injured, or by another person claiming by, through or under the injured, then an action may be maintained by the injured, or by such other person claiming by, through or under the injured, against the Company under the terms of this Policy for the amount of the judgment in said action not exceeding the amount of this Policy.

II. To Serve this Employer (a) by the inspection of work places covered by the Policy when and as deemed desirable by the Company and thereupon to suggest to this Employer such changes or improvements as may operate to reduce the number or severity of injuries during work, and, (b) upon notice of such injuries, by investigation thereof and by settlement of any resulting claims in accordance with law.

III. To Defend, in the name and on behalf of this Employer, any suits or other proceedings which may at any time be instituted against him on account of such injuries, including suits or other proceedings alleging such injuries and demanding damages or compensation therefor, although such suits, other proceedings, allegations or demands are wholly groundless, false or fraudulent.

IV. To Pay all costs taxed against this Employer in any legal proceeding defended by the Company, all interest accruing after entry of judgment and all expenses incurred by the Company for investigation, negotiation or defense.

V. This agreement shall apply to such injuries sustained by any person or persons employed by this Employer whose entire remuneration shall be included in the total actual remuneration for which provision is hereinafter made, upon which remuneration the premium for this Policy is to be computed and adjusted, and, also to such injuries so sustained by the President, any Vice-President, Secretary or Treasurer of this Employer, if a corporation. The remuneration of any such designated officer shall not be subjected to a premium charge unless he is actually performing such duties as are ordinarily undertaken by a superintendent, foreman or workman.

VI. This agreement shall apply to such injuries so sustained by reason of the business operations described in said Declarations which, for the purpose of this insurance, shall include all operations necessary, incident or appurtenant thereto, or connected therewith, whether such operations are conducted at the work places defined and described in said Declarations or elsewhere in connection with, or in relation to, such work places.

VII. This agreement shall apply only to such injuries so sustained by reason of accidents occurring during the Policy Period limited and defined as such in Item 2 of said Declarations.

This Agreement is subject to the following Conditions:

A. The premium is based upon the entire remuneration earned, during the Policy Period, by all employees of this Employer engaged in the business operations described in said Declarations together with all operations necessary, incident or appurtenant thereto, or connected therewith whether conducted at such work places or elsewhere in connection therewith or in relation thereto; excepting however the remuneration of the President, any Vice-President, Secretary or Treasurer of this Employer, if a corporation, but including the remuneration of any one or more of such designated officers who are actually performing such duties as are ordinarily undertaken by a superintendent, foreman or workman. If any operations as above defined are undertaken by this Employer but are not described or rated in said Declarations, this Employer agrees to pay the premium thereon, at the time of the final adjustment of the premium in accordance with Condition C hereof, at the rates, and in compliance with the rules, of the Manual of Rates in use by the Company upon the date of issue of this Policy. At the end of the Policy Period the actual amount of the remuneration earned by employees during such Period shall be exhibited to the Company, as provided in Condition C hereof, and the earned premium adjusted in accordance therewith at the rates and under the conditions herein specified. If the earned premium, thus computed, is greater than the advance premium paid, this Employer shall immediately pay the additional amount to the Company, if less, the Company shall return to this Employer the unearned portion, but in any event the Company shall retain the Minimum Premium stated in said Declarations. All premiums provided by this Policy, or by any endorsement hereon, shall be fully earned whether any such Workmen's Compensation Law, or any part of such, is now or shall hereafter be declared invalid or unconstitutional.

the benefit of such employees or such dependents, then the provisions of such law are made a part hereof, as respects any matter subject thereto, as fully as if written herein. The obligations and promises of the Company as set forth in this paragraph shall not be affected by the failure of this Employer to do or refrain from doing any act required by the Policy; nor by any default of this Employer after the accident in the payment of premiums or in the giving of any notice required by the Policy or otherwise; nor by the death, insolvency, bankruptcy, legal incapacity or inability of this Employer, nor by any proceeding against him as a result of which the conduct of this Employer's business may be and continue to be in charge of an executor, administrator, receiver, trustee, assignee, or other person.

E. As between the employee and the Company, notice to or knowledge of this Employer of an injury or death covered hereby shall be notice or knowledge as the case may be of the Company; the jurisdiction of this Employer for the purposes of any Workmen's Compensation Law covered hereby shall be jurisdiction of the Company and the Company shall in all things be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against this Employer in the form and manner provided by such laws and within the terms, limitations and provisions of this Policy not inconsistent with such laws.

F. This Employer, upon the occurrence of an accident, shall give immediate written notice thereof to the Company with the fullest information obtainable. He shall give like notice with full particulars of any claim made on account of such accident. If, thereafter, any suit or other proceeding is instituted against this Employer, he shall immediately forward to the Company, every sum-

For attachment to
STANDARD WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY POLICY

when applicable in the STATE OF MINNESOTA to complete the contract as provided in the Policy.

Attached to and hereby made a part of Standard Workmen's Compensation and Employers' Liability Policy No. C 792404 of the ROYAL INDEMNITY COMPANY, issued to State of Minnesota Department of Highways

The obligations of Paragraph I (a) of the Policy to which this endorsement is attached include such Workmen's Compensation Laws as are herein cited and described and none other.

Chapter 23A, Mason's Minnesota Statutes 1927,

and all laws amendatory thereof or supplementary thereto which may be or become effective while this Policy is in force.

This Employer agrees that he will not create or carry into operation any fraudulent scheme, artifice, or device to enable him to execute work without himself being responsible to the workmen for the provisions of such Workmen's Compensation Law.

If this Employer is a general contractor, intermediate contractor or subcontractor, as defined and limited by Section 4290 of the above cited Workmen's Compensation Law and this Employer contracts with another (herein called Subsequent Subcontractor) for the performance of all or any part of the Business Operations covered by this Policy, it is agreed that the remuneration of all employees of any Subsequent Subcontractors shall be included in the return of remuneration upon which the premium for this Policy is computed in the same manner as is required by the Policy for the remuneration of the direct employees of this Employer. The remuneration of the employees of any Subsequent Subcontractor shall be subject to manual rates for each classification of operations undertaken by the Subsequent Subcontractor, such manual rates to be adjusted to reflect the experience modification of the general contractor. This employer named as such in the Policy shall pay to the Company the amount of premium so computed on the operations of any Subsequent Subcontractor as hereinbefore provided. This paragraph shall not apply to any Subsequent Subcontractor who has provided security for compensation for his employees in full compliance with Section 4288 of said Law and maintains such security during the performance of subcontracted operations.

If this Employer is a corporation, the entire remuneration of the President, any Vice-President, Secretary, Treasurer, and other executive officers elected or appointed in accordance with the charter and by-laws of such corporation shall be disclosed and premium shall be paid thereon, subject to a minimum individual remuneration of \$30 per week, if the actual remuneration is less than such amount, and to a maximum individual remuneration of \$100 per week, if the actual remuneration is greater than such amount. The remuneration so determined of each executive officer shall be assigned without division to the classification which is applicable to the actual operations in which such executive officer is primarily engaged, provided the remuneration so determined of each executive officer who performs such duties as are ordinarily undertaken by a superintendent, foreman or workman, or whose duties include direct charge of the actual performance of any operations of this Employer, shall be assigned without division to the highest rated classification which is applicable to any such duties undertaken by such executive officer for any part of his time.

The Company's liability under Paragraph I (b) shall be limited to Twenty-five Thousand Dollars (\$25,000) as the result of one or more claims arising from a single accident.

The Policy does not afford insurance under Paragraph I (b) with respect to the liability imposed upon this Employer by law for damages on account of any disease caused or aggravated by periodic, frequent or continual exposure over a period of days, weeks, months or longer to conditions in the course of employment, or any occupational disease. The provisions of Paragraphs II, III and IV do not apply with respect to any disease for which no insurance is afforded under Paragraph I (b).

This Policy is issued by the Company and accepted by this Employer with the agreement that premium rates are subject to changes to the extent that such changes are approved or required by the Compensation Insurance Board of Minnesota in accordance with law by reason of (1) any change in the benefit provisions of the above cited compensation law effective during the Policy Period, or (2) any revision of manual rates which becomes effective and applicable during the Policy Period, or (3) the promulgation of adjusted rates by the Minnesota Compensation Rating Bureau in accordance with rating plans as approved. Such change shall become applicable from and after the date specified by the rate making authority. The provisions of this paragraph shall apply to rates expressed in this Policy or any endorsement attached thereto. Such changes, if any, are to be expressed by further endorsement naming the effective date thereof.

Nothing herein contained shall be held to waive, alter, vary or extend any of the terms or provisions of this Policy, except as herein stated, nor shall this endorsement bind the Company until countersigned by a duly authorized representative of the Company.

ROYAL INDEMNITY COMPANY

Countersigned:

T. C. FIELD & COMPANY



By: _____

Authorized Representative

J. D. Laughlin

PRESIDENT

B. This Policy may be canceled at any time by either of the parties upon written notice to the other party stating when, not less than ten days thereafter, cancellation shall be effective. The effective date of such cancellation shall then be the end of the Policy Period. The law of any state, in which this Policy applies, which requires that notice of cancellation shall be given to any Board, Commission or other state agency is hereby made a part of this Policy and cancellation in such state shall not be effective except in compliance with such law. The remuneration of employees for the Policy Period stated in said Declarations shall be computed upon the basis of the actual remuneration to the date of cancellation determined as herein provided. If such cancellation is at the Company's request, the earned premium shall be adjusted *pro rata* as provided in Condition A. If such cancellation is at this Employer's request, the earned premium shall be computed and adjusted at short rates, in accordance with the table printed hereon, but such short rate premium shall not be less than the Minimum Premium stated in said Declarations. If this Employer when requesting cancellation is actually retiring from the business herein described, then the earned premium shall be computed and adjusted *pro rata*. Notice of cancellation shall be served upon this Employer as the law requires, but, if no different requirement, notice mailed to the address of this Employer herein given shall be a sufficient notice, and the check of the Company, similarly mailed, a sufficient tender of any unearned premium.

C. The Company shall be permitted, at all reasonable times during the Policy Period, to inspect the plants, works, machinery and appliances covered by this Policy, and to examine this Employer's books at any time during the Policy Period, and any extension thereof, and within one year after its final expiration, so far as they relate to the remuneration earned by any employees of this Employer while this Policy was in force.

D. The obligations of Paragraph I. (a) foregoing are hereby declared to be the direct obligations and promises of the Company to any injured employee covered hereby, or, in the event of his death, to his dependents; and to each such employee or such dependent the Company is hereby made directly and primarily liable under said obligations and promises. This contract is made for the benefit of such employees or such dependents and is enforceable against the Company, by any such employee or such dependent in his name or on his behalf, at any time and in any manner permitted by law, whether claims or proceedings are brought against the Company alone or jointly with this Employer. If the law of any state in which this Policy is applicable provides for the enforcement of the rights of such employees or such dependents by any Commission, Board or other state agency for

mons, notice or other process served upon him. Nothing elsewhere contained in this Policy shall relieve this Employer of his obligations to the Company with respect to notice as herein imposed upon him.

G. No action shall lie against the Company to recover upon any claim or for any loss under Paragraph I. (b) foregoing unless brought after the amount of such claim or loss shall have been fixed and rendered certain either by final judgment against this Employer after trial of the issue or by agreement between the parties with the written consent of the Company, nor in any event unless brought within two years thereafter.

H. If the method of serving notice of cancellation, or the limit of time for notice of accident or for any legal proceeding herein contained is at variance with any specific statutory provision in relation thereto, in force in the state in which any of the business operations herein described are conducted, such specific statutory provision shall supersede any such condition in this contract inconsistent therewith.

I. No assignment of interest under this Policy shall bind the Company unless the consent of the Company shall be endorsed hereon.

J. If this employer carries any other insurance covering a claim covered by this Policy, he shall not recover from the Company a larger proportion of any such claim than the sum hereby insured bears to the whole amount of valid and collectible insurance.

K. The Company shall be subrogated in case of any payment under this Policy, to the extent of such payment, to all rights of recovery therefor vested by law either in this Employer or, in any employee or his dependents claiming hereunder, against persons, corporations, associations or estates.

L. No condition or provision of this Policy shall be waived or altered except by endorsement hereon or attached hereto signed by the President of the Company; nor shall notice to any agent, nor shall knowledge possessed by any agent, or by any other person, be held to effect a waiver or change in any part of this contract. The personal pronoun herein used to refer to this Employer or to an injured employee or dependent, shall apply regardless of number or gender.

M. The statements in Items 1 to 6 inclusive, in the Declarations hereinafter contained, are true; those stated as estimates only are believed to be true. This Policy is issued upon such statements and in consideration of the provisions of the Policy respecting its premium and the payment of the premium in such Declarations expressed.

IN WITNESS WHEREOF, the Royal Indemnity Company has caused this Policy to be signed by its President and its Secretary, but the same shall not be binding upon the Company until countersigned on the declarations page by a duly authorized representative of the Company.

SPECIMEN
COPY

9861

ROYAL INDEMNITY COMPANY



HEAD OFFICE: NEW YORK

A NEW YORK CORPORATION

DECLARATIONS

1 Name of this Employer **State of Minnesota Department of Highways**
 P. O. Address **1246 University Avenue, St. Paul, 4, Minnesota**
 For the purpose of serving notice, as in the Policy provided, this Employer agrees that this address may be considered as both the residence and business address of this Employer or any representative upon whom notice may be served.
 Individual, co-partnership, corporation or estate?

2 The period during which the Policy shall remain in force, unless canceled as in the Policy provided (herein called the Policy Period), shall be **From July 1, 1945 to July 1, 1946** at twelve and one minute o'clock a. m., standard time, as to each of said dates at the place where any operation covered hereby is conducted, as respects that operation, or at the place where any injury covered hereby is sustained, as respects that injury.

3 Locations of all factories, shops, yards, buildings, premises or other work places of this Employer, by Town or City, with Street and Number
State of Minnesota

All business operations, including the operative management and superintendence thereof, conducted at or from the locations and premises defined above, as declared in each instance by a disclosure of estimated remuneration of employees under such of the following Divisions as are undertaken by this Employer. 1. All industrial operations upon the premises. 2. All office forces. 3. Operations not on the premises.

Classification of Operations (NOTE: If more than one classification indicate each other by (b), (c), (d), etc.)		Estimated Total Annual Remuneration	Rate per \$100 of Remuneration	Estimated Premium
1 (a)	Snow Plowing - assigned to Classification No. 55001	1000.00	3.21	
	Inspectors - assigned to Classification No. 94101	1000.00	.46	
2	Clerical Office Employees	8810		
3 (a)	Outside Salesmen, collectors and messengers (wherever engaged) who do not deliver merchandise	8742		
	(b) Drivers and their helpers, including stablemen—if not specifically included in Division 1	7205		
	(c) Chauffeurs and their helpers—commercial, including incidental garage employees—if not specifically included in Division 1.	7380		
Minimum Premium for this Policy shall be \$ 40.00		Estimated Annual Advance Premium		\$ 40.00
		Deposit Premium		\$ 40.00

4 The foregoing enumeration and description of employees include all persons employed in the service of this Employer in connection with the business operations above described to whom remuneration of any nature in consideration of service is paid, allowed or due together with an estimate for the Policy Period of all such remuneration. This enumeration and description with the estimated remuneration shall also include the President, any Vice-President, Secretary or Treasurer of this Employer if a corporation if actually performing such duties as are ordinarily undertaken by a superintendent, foreman or workman, but any such designated officer not so engaged shall not be included in such enumeration, description or estimated remuneration. The foregoing estimates of remuneration are offered for the purpose of computing the advance premium. The Company shall be permitted to examine the books of this Employer at any time during the Policy Period and any extension thereof and within one year after its final termination so far as they relate to the remuneration earned by any employee of this Employer while the Policy was in force.

5 This employer is conducting no other business operations at this or any other location not herein disclosed—*except as herein stated:*
please see endorsement attached

6 No similar insurance has been canceled by any insurance carrier during the past year—*except as herein stated:*
no exceptions

Countersigned at _____ By _____ Authorized Representative