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- SCM EXCESS 01 XN 1601 WCA
Aetna Casualty 1/1/78-1/1/79 128

SCM Excess 01 XN 1601 WCA
Aetna Casualty 1/1/78-1/1/79

128.

GLD051565
0049-GLD-000051565

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

Ætna
LIFE & CASUALTY



Insurance planned for your protection by

Marsh & McLennan
Tel. 212 997-2000
1221 Avenue of the Americas, New York, N.Y. 10020

Cat. 211974

*Trademark of
The Ætna Casualty and Surety Company

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LIFE & CASUALTY

EXCESS OVERLAYER INDEMNITY POLICY

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115
(a stock insurance company, herein called "Ætna Casualty")

IN CONSIDERATION of the payment of the premium and subject to all of the terms of this policy, agrees with the Insured named in the declarations as follows:

POLICY NO. 01 XN 1601 WCA

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS

SCM CORPORATION
299 PARK AVENUE
NEW YORK, N.Y. 10017

POLICY PERIOD:

From 1/1/78 To 1/1/79
12:01 A.M. standard time at the address of Insured

PREMIUM:

☐ Flat charge

☐ Adjustable at a rate of

_____ per $____ of _____

Minimum Premium _____

Total Advance Premium $10,000.
3 Year Policy Installments
1st Anniversary _____

2nd Anniversary _____

LIMITS OF LIABILITY:

50% ($5,000,000. MAXIMUM) QUOTA SHARE OF $10,000,000. EACH OCCURRENCE
50% ($5,000,000. MAXIMUM) QUOTA SHARE OF $10,000,000. ANNUAL AGGREGATE

ENDORSEMENTS: 1. Broad Form Nuclear Energy Exclusion, Form No. 13113-A
2. EXCLUSION - CONTAMINATION OR POLLUTION
3. AMENDMENT OF DISCRIMINATION COVERAGE
4. CANCELLATION NOTICE AMENDED.

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SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

LAYER	POLICY NUMBER	INSURER	COVERAGE	LIMITS OF LIABILITY EACH PERSON	EACH OCCURRENCE	AGGREGATE
5TH	TBD	AM. RE LEX. A.I.U.	EXCESS INDEMNITY		10,000,000.	10,000,000.
4TH	TBD	FIREMEN'S FUND	EXCESS INDEMNITY		10,000,000.	10,000,000.
3RD	TBD	HOME	EXCESS INDEMNITY		5,000,000.	5,000,000.
2ND	TBD	PRU RE	EXCESS INDEMNITY		5,000,000.	5,000,000.
1ST	TBD	HARTFORD	EXCESS INDEMNITY		5,000,000.	5,000,000.

CONTROLLING INSURANCE

TBD	HARTFORD	EXCESS INDEMNITY	

This schedule applies to the above policies and any renewals or replacements thereof.

AGENCY/ BROKER ▶	CODE	NAME	COMMISSION		PAYMENT	TAX DISTRICT	TRANSACTION TYPE	LINE OF BUSINESS	CAP	POLICY EFF. DATE	DATE ISSUED AND INITIALS
COUNTERSIGNING CODES ▶		OFFICE CODE / C S CODE					E			POLICY EXPIRY DATE	

TAT. PLAN	TERRITORY STATE	TERRITORY RATE	LIMITS OF LIABILITY BI	LIMITS OF LIABILITY PD	LIMITS OF LIABILITY MED.	DR. REC.	FORM OR CLASS	DISC.	PREMIUM	EXPOSURE		
												END'T FORM NO

Cancellation Notice Amended

It is agreed that the Policy to which this endorsement is attached will not be cancelled, except for the non-payment of premium, or changed in any way by the Company without SIXTY (60) days prior written notice being sent to:

S.C.M. CORPORATION
ATT: R. L. STOREY, DIR., RISK MGMT. & INS.
299 PARK AVE.
NEW YORK, N.Y. 10017

In the event of cancellation due to non-payment of premium, the standard (10) days notice of cancellation will apply.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective | Policy No. | Endorsement No.

Named Insured

Additional Premium $ | Return Premium $

	BI	PD
In Advance $	$	
1st Annv. $	$	
2nd Annv. $	$	

The Ætna Casualty and Surety Company

The Standard Fire Insurance Company

Countersigned by

GLD051569

0049-GLD-000051569

Section 4. CONDITIONS

LIMITS OF LIABILITY Ætna Casualty shall not be liable for more than the amount of the limits stated in Section 1. with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Ætna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Ætna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Ætna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Ætna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Ætna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Ætna Casualty, in which event the INSURED and Ætna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Ætna Casualty may elect to do so. Ætna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST ÆTNA CASUALTY No action shall lie against Ætna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of 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 or by written agreement of the INSURED, the claimant and Ætna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Ætna Casualty of any of its obligations hereunder.

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. No person or organization shall have any right under this policy to join Ætna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Ætna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Ætna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Ætna Casualty's liability, hereunder; then to reimburse Ætna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

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 Ætna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Ætna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Ætna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1 by mailing to Ætna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Ætna Casualty by mailing to the INSURED first named in Section 1, at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Ætna Casualty cancels, earned premium shall be computed prorata, but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE ÆTNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. Middlebrooks
Secretary

(MU-13169-1) 12-76

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

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

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Ætna Casualty and Surety Company
Hartford, Connecticut

Donald M Johnson
President.

For attachment to the following policy forms:
(CA, JC, JS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

(13113-A)

CAT. 001902
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EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium $	Return Premium $	BI	PD
		In Advance $	$
		1st Anniv. $	$
		2nd Anniv. $	$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

XN-13106-4

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EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)

It is agreed that such insurance as is afforded by the PERSONAL INJURY LIABILITY coverage does not apply to injuries sustained by any person as a result of discrimination directly or indirectly related to the employment of such person by the insured.

[illegible]

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium $	Return Premium $	BI	PD
		In Advance $	$
		1st Univ. $	$
		2nd Univ. $	$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

(XN-13106-6)

GLD051573
0049-GLD-000051573

AUTOMOBILE LIABILITY SPECIAL

"IT IS HEREBY UNDERSTOOD AND AGREED THAT POLICY NUMBER 01XN 1601 WCA EXCLUDES AUTOMOBILE LIABILITY COVERAGE FOR LEASED VEHICLES OR VEHICLES LEASED BACK WHEN BEING USED FOR PERSONAL USE BY EMPLOYEES AND EMPLOYEES' FAMILIES OR OTHERS DRIVING WITH THEIR PERMISSION.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date [illegible] policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 8/1/78 Policy No. 01XN 1601 WCA Endorsement No. 2

Named Insured SCM CORPORATION

Additional Premium $ Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

(90455-B) 12-73

CAT. 439789
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GLD051574
0049-GLD-000051574