

N21394

- SCM EXCESS * HXL-1639194 -
Home Insurance 1/1/85 - 1/1/86
*Cancelled 3/1/85 244

Home Insurance *HXL-1639194
- SCM EXCESS 1/1/85-1/1/86
*Cancelled 3/1/85

245.

Excess Liability Policy



*Time policy of 1985-86 at 5-31-85
by Zurich International Policy No. IBA
Republic Insurance " " CDE 12-85
National Union " " JEE*

*9-12-84
K*

THE HOME INSURANCE COMPANIES		
BUSINESS AUTO POLICY	GOLD KEY ² HOMEOWNERS POLICY	
WORKERS' COMPENSATION POLICY	CRAFT MASTER POLICY	COMM
COMMERCIAL UMBRELLA	EXCESS CASUALTY	BUILDERS' RISK
PERSONAL PROPERTY FLOATER	GOLD KEY ² AUTOMOBILE POLICY	FIRE POLICY
YACHT MASTER POLICY	OIL LEASE PROPERTY	EXTRA STRENGTH SM
TRUCKERS POLICY	CASUALTY SPECIALTY LINES	WOF
BUSINESS OWNER'S POLICY	PROFESSIONAL LIABILITY	OCEAN MARINE POI
GARAGE POLICY	GOLD KEY ² BUSINESS OWNER'S POLICY	
OWNERS', LANDLORDS' AND TENANTS'	INSTALLATION FLOATER	ELEC
ELECTRONIC DATA PROCESSING POLICY		EXCESS CASUALTY
ENVIRONMENTAL IMPAIRMENT LIABILITY	BOILER AND MACHINERY POLICY	
CONDOMINIUM PACKAGE POLICY	INLAND MARINE POLICY	
BLANKET CRIME POLICY	MARINA PACKAGE	DIFFERENCE IN CONDITIONS PO
INDUSTRIAL POLICY	MANUFACTURER'S AND CONTRACTOR'S LIAB	
CUSTOM COVER ² POLICY	BOAT DEALERS POLICY	MONEY & SECURITIES PO
HOSPITALITY POLICY	GROUP ACCIDENT PLANS	COMPREHENSIVE
COMPREHENSIVE GLASS POLICY	BAILEES CUSTOMERS POLICY	APART
APARTMENT OWNER'S POLICY	PROTECTION AND INDEMNITY	MONEY & SECURITIES
VALUABLE PAPERS AND RECORDS	INSTITUTIONAL POLICY	
ENVIRONMENTAL IMPAIRMENT LIABILITY	GOLD KEY ² BUSINESS OWNER'S PO	

Declarations

Excess Liability Policy



Insured by the Stock Company checked below and hereinafter called the Company

☒ The Home Insurance Company
Manchester, New Hampshire

☐ City Insurance Company
Short Hills, New Jersey

☐ The Home Indemnity Company
Manchester, New Hampshire

☐ The Home Insurance Company
of Indiana, Indianapolis, Indiana

Item 1. Named Insured and Mailing Address (No. Street, Town or City, County, State, Zip Code)

SCM Corporation
299 Park Avenue
New York, N.Y. 10171

Producer Name

Marsh & McLennan, Inc.

Policy Period

From (Mo-Day-Yr)
1-1-85To (Mo-Day-Yr)
1-1-8612:01 A.M. Standard Time
at the address of the
Named Insured.

Item 2. Policy Premium

\$ 15,000.

Policy Minimum Premium

\$ 40.

Rate

Flat Charge

In Advance

\$

1st Anniversary

\$

2nd Anniversary

\$

Item 3. Limits of Liability

The Company's liability under this policy shall not exceed the following Limit: \$15,000,000.

30 Percent of the ultimate Net Loss in excess of all underlying insurance but for no greater amount than:

\$ 15,000,000. Each Occurrence

\$ 15,000,000. Annual Aggregate as defined in the First Underlying Insurance Policy

Item 4. Schedule of Underlying Insurance

First Underlying Insurance Policy:

Carrier, Policy No. and Term
Wausau Insurance Company
To Be Advised
1-1-85 - 86

Applicable Limit

\$ 5,000,000.

Each Occurrence

\$ 5,000,000.

Annual Aggregate (where applicable)

Other Underlying Insurance:

Various Carriers as on
file with the Company

Applicable Limit

\$ 94,000,000.

Each Occurrence

\$ 94,000,000.

Annual Aggregate (where applicable)

Subject to forms attached hereto (enter form number and edition dates) H35269F Ed.5-83, H22300FH Rev.11/81
Endorsement Nos. 1 & 2), H35591F Ed.9-83

(Do Not Write Below This Line)

Do Not Write In This Box	Countersigned at New York, NY	Issue Date 2-28-85 em
	Authorized Representative Signature <i>Richard Q. Mennel</i>	Countersign Date <i>2/28/85</i>

Non-Premium Endorsement

Date Prepared
2-28-85

Endorsement No.
1

Issued by

- ☒ The Home Insurance Company ☐ City Insurance Company ☐
☐ The Home Indemnity Company ☐ The Home Insurance Company of Indiana

Policy Number
HXL 1 63 91 94

Certificate Number

Named Insured
SCM Corporation

Producer
Marsh & McLennan, Inc.

Producer No. - OPC
50167-081

Policy Period:

Inception (Month-Day-Year)
1-1-85

Expiration (Month-Day-Year)
1-1-86

Effective Date and Time of Endorsement
1-1-85

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged

This policy shall not apply to ultimate 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 the land, the atmosphere or any watercourse or body of water.

Richard A. Marshall

Signature of Authorized Representative



H22300 FH (S) Rev. 11/81

Insured Copy

The Home Insurance Company

GLD052559
0049-GLD-000052559

Non-Premium Endorsement

Date Prepared
2-28-85

Endorsement No.
2

Issued by

- ☒ The Home Insurance Company ☐ City Insurance Company ☐
☐ The Home Indemnity Company ☐ The Home Insurance Company of Indiana

Policy Number HXL 1 63 91 94	Certificate Number	Named Insured SCM Corporation
Producer Marsh & McLennan, Inc.		Producer No. - OPC 50167-081
Policy Period:	Inception (Month-Day-Year) 1-1-85	Expiration (Month-Day-Year) 1-1-86
Effective Date and Time of Endorsement 1-1-85		

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that the words "thirty (30) days" in line 8 of Condition N., is hereby deleted and are replaced by the words "sixty (60) days".

Robert R. Moore

Signature of Authorized Representative

H22300 FH (S) Rev. 11/81

Insured Copy

The Home Insurance Companies



GLD052560
0049-GLD-000052560

**Amendatory Endorsement—New York**

Excess Liability

H35591F
Ed. 9-83

The following information is required only when this endorsement is issued subsequent to preparation of policy.

Named Insured	Effective Date	Endorsement Number	Policy Number
SCM Corporation	1-1-85	3	HXL 1 63 91

It is agreed that the conditions section is amended to read, in part, as follows:

A. Condition 3. (Notification of Accidents or Occurrences) is deleted and the following substituted:

3. Notice of Occurrence

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured be held liable, is likely to involve this Policy, notice shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy but which, at a later date, would appear to give rise to claims hereunder shall not prejudice such claims.

B. Condition 6. (Bankruptcy and Insolvency) is hereby added to the policy.

6. Bankruptcy and Insolvency

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

It is further understood and agreed that the following provisions are hereby added to the policy:

1. It is agreed that where there is a judgement against the Insured or his personal representative in an action brought to recover damages for injury sustained or loss or damage occasioned during the life of the policy, which remains unsatisfied at the expiration of thirty days from the serving of notice of entry of judgment upon the attorney for the Insured, or upon the Insured, and upon the Company, then an action may, except during a stay or limited stay of execution against the Insured on such judgment, be maintained against the Insured under the terms of the policy for the amount of such judgment not exceeding the amount of the applicable limit of coverage under the policy.

2. It is agreed that the Company shall secure the consent of the Insured in settlement or satisfaction of any claim or suit.

3. It is hereby understood and agreed that, notwithstanding anything in this policy to the contrary, with respect to such insurance as is afforded by this policy, the terms of this policy as respects coverage for operations in the State of New York shall conform to the coverage requirements of the applicable insurance laws of the State of New York or the applicable regulations of the New York Insurance Department; provided, however, that the Company's limit of liability as stated in this policy shall be excess of the limits of liability of any underlying insurance or self-insurance as stated in the Declarations or in any endorsement attached hereto.

Richard A. Marzole

Authorized Representative

Page 1 of
Insured's CopyGLD052561
0049-GLD-000052561

Non-Premium Endorsement

Date Prepared	Endorsement No.
6-17-85 1y1	5

Issued by

- ☒ The Home Insurance Company ☐ City Insurance Company ☐
☐ The Home Indemnity Company ☐ The Home Insurance Company of Indiana

Policy Number	Certificate Number	Named Insured	
HXL 1639194		SCM Corporation	
Producer	Producer No. - OPC		
Marsh & McLennan, Inc.	50167-081		
Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement
	1-1-85	1-1-86	1-1-85

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Following Form

It is understood and agreed that except only with respect to policy period, premium and limit of liability this policy is hereby amended to follow all the terms, conditions, definitions and exclusions of the first layer Umbrella (Employers of Wausau, Pol.# 573600102570) and any endorsements attached thereto, and all renewals and replacements. It is further agreed that all preprinted terms and conditions hereon are deleted to the extent that they vary from or are inconsistent with terms and conditions of the first layer Hartford Umbrella.

9 S/B
Employers of Wausau

Richard L. Marrese
Signature of Authorized Representative



H22300 FH (S) Rev. 11/81

Insured Copy

The Home Insurance Company

GLD052562
0049-GLD-000052562

General Purpose Endorsement

J

Date Prepared
6-5-85

Endorsement No.

Issued By

☒

The Home Insurance Company

☐

City Insurance Company

☐
☐

The Home Indemnity Company

☐

The Home Insurance Company
of Indiana

Policy Number

HXL 163 91 94

Certificate Number

Named Insured

SCM Corporation

Producer

Marsh & McLennan Inc.

Producer No. - OPC

50167-081

Policy Period:

Inception (Month-Day-Year)

1-1-85

Expiration (Month-Day-Year)

1-1-86

Effective Date and Time of Endorsement

4-29-85

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Pertaining to cancellation of policy effective date amended
to read 3-31-85 in lieu of 4-29-85.

Return premium amended to read \$11,342. in lieu of \$10,151.

Further Return premium to correct \$1191.00

☐ Continued on Page 2

Additional Premium	Total Additional Premium	Pro Rate Of	Additional Premium Due at Endorsement Effective Date
Return Premium	Total Return Premium 1191.00	Pro Rate or Short Rate of	Return Premium Due at Endorsement Effective Date

Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:

Dates Due	Present Installment	Increase	Decrease	Revised Installment
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
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	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

Signature of Authorized Representative

Y. L. Brads

GNL 6868F (S) Rev. 1-84



The Home Insurance Company

Insured Copy

GLD052563
0049-GLD-000052563