- SCM EXCESS EUL 5070822 -
American Excess 1/1/80-1/1/81

147

N21308

SCM Excess EUL 5070822
American Excess 1/1/80-1/1/81

147.

Third Excess Layer

American Excess Insurance Company

(hereinafter called the Company)
Wilmington, Delaware

Administrative Office: One Liberty Plaza - 91 Liberty Street
New York, New York 10006

Renewed by Cert. No. 5082420 eff. 1-1-81.

MARSH AND MC LENNAN, INC.
1221 Avenue of the Americas
New York, New York 10020

ATTENTION: Mr. K. Glennon

DECLARATIONS

CERTIFICATE OF EXCESS INSURANCE

ITEM 1
S C M CORPORATION
(HEREINAFTER CALLED THE INSURED)
299 Park Avenue
STREET LOCATION
New York, — New York — 10017
CITY — STATE — ZIP

EUL 5070822 — OH — EUL-5001080
CERTIFICATE NO. — BRANCH — PRIOR CERTIFICATE NO.

ITEM 2 1 | 1 | 80 EFFECTIVE DATE — 1 | 1 | 81 EXPIRATION DATE

ITEM 3 $ 5,000.00 TOTAL PREMIUM

12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED IN ITEM 1.

[redacted]	X
$5,000.00	
INSTALLMENT PERIOD	DATE OF NEXT INSTALLMENT

ITEM 3 PREMIUM (CONTINUED)
ADVANCE PREMIUM: $ 5,000.00
RATE: NONE
MINIMUM PREMIUM: $ 5,000.00

ITEM 4 DESCRIPTION OF COVERAGE HEREUNDER: Excess Umbrella Liability

ITEM 5 UNDERLYING POLICY AND LIMITS:
COMPANY:
POLICY NUMBER: As per Schedules on file with the Company
LIMITS: $35,000,000 each occurrence and in the aggregate where applicable Umbrella liability.

s/B 60 days Sec #2

ITEM 6 LIMIT(S) OF THE COMPANY'S LIABILITY: $2,500,000 each occurrence and in the aggregate where applicable part of $10,000,000 each occurrence and in the aggregate where applicable in excess of the total limit of liability specified in Item No. 5 above.

ITEM 7 CANCELLATION: 30 days

1/4/80 /ek
DATE

Countersigned by Robert [signature]
AUTHORIZED REPRESENTATIVE

FORM AE-P-001-A.W.Y.-1-79 — ORIGINAL COPY — PRINTED IN U.S.A.

GLD051693
0049-GLD-000051693

American Excess Insurance Company

EUL 5070822

I INSURING AGREEMENT

In consideration of the payment of the Certificate premium and in reliance upon the statements in the Declarations made a part hereof, the Company hereby indemnifies the Insured against ultimate net loss which is in excess of the total limits of all underlying insurance (hereinafter referred to as "underlying insurance") and which arises out of the hazards covered and defined in the underlying insurance as shown in Item 5 of the Declarations, but only up to an amount not exceeding the limit(s) shown in Item 6 of the Declarations.

Except with respect to premium; obligation to investigate, defend, pay costs and expenses incident to the same; amount and limits of liability; renewal agreement, if any; additional coverage provided by a discovery period provision; and any other provision contained in the immediate underlying insurance inconsistent with this Certificate, the provisions of such underlying insurance are hereby incorporated as part of this Certificate.

Regardless of the number of (1) Insureds under this Certificate, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought covered hereby, the Company's total limit of liability for loss excess of Underlying Insurance shall be limited to the amount stated in Item 6 of the Declarations of this Certificate as applicable to "each claim", "each accident" or "each occurrence"; provided, however, that the Company's liability shall be further limited, where and as applicable, to the amount stated in Item 6 as the Company's "aggregate" with respect to loss excess of the Underlying Insurance which occurs during the term of this Certificate.

II EXCLUSIONS

This Certificate does not apply:

(a) to personal injury, bodily injury or property damage 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;

(b) to personal injury, bodily injury or property damage

(1) With respect to which an Insured under this Certificate is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, American Nuclear Insurers, 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 limits of liability, or

(2) Resulting from the hazardous properties of nuclear material and with respect to which

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or

(b) The Insured is, or had this Certificate 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;

(3) Resulting from the hazardous properties of nuclear material, if

(a) The nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an Insured or has been discharged or disbursed therefrom, or

(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 personal injury or property damage 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 (3)(c) applies only to property damage to such nuclear facility and any property thereat;

provided that the words "property damage" include all forms of radioactive contamination of property.

As used in this exclusion

"Hazardous Properties" include radioactive, toxic or explosive properties;

"Nuclear Material" means source material, special nuclear material or by-product material;

"Source Material", "Special Nuclear Material" and "By-Product Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

ENDORSEMENT
ISSUED BY

American Excess Insurance Company

Wilmington, Delaware

ONE LIBERTY PLAZA - 91 LIBERTY STREET
NEW YORK, N.Y. 10006

MARSH AND MC LENNAN
1221 Avenue of the Americas
New York, New York 10020

ATTENTION: Mr. K. Glennon

S C M CORPORATION
(HEREIN CALLED THE INSURED)

EUL-5070822	1 1 80	1	FROM: 1 1 80 TO: 1 1 81
Certificate No.	EFFECTIVE DATE OF ENDORSEMENT	Endorsement Number	CERTIFICATE PERIOD

NEW YORK STATE AMENDATORY ENDORSEMENT

It is hereby understood and agreed that, notwithstanding anything in this Certificate to the contrary, with respect to such insurance as is afforded by this Certificate, the terms of this Certificate 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 Certificate 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.

It is further understood and agreed that, notwithstanding anything in this Certificate to the contrary, with respect to such insurance as is afforded by this Certificate for operations in the State of New York, the words in Insuring Agreement I..... "hereby indemnifies the Insured against ultimate net loss".... are deleted and replaced by... "will pay on behalf of the Insured the ultimate net loss"....

D-1048 (6/79)

Nothing herein contained shall alter, vary or extend any provision or condition of the Certificate to which this endorsement is attached other than as above stated.

1/4/80 /ek
DATE

Countersigned by Robert Ende
AUTHORIZED REPRESENTATIVE

ORIGINAL COPY

GLD051695
0049-GLD-000051695

ENDORSEMENT
ISSUED BY

American Excess Insurance Company

Wilmington, Delaware

ONE LIBERTY PLAZA - 91 LIBERTY STREET
NEW YORK, N.Y. 10006

MARSH & MC LENNAN INCORPORATED
1221 Avenue of the Americas
New York, New York 10020

ATTENTION: Mr. K. Glennon

SCM CORPORATION
(HEREIN CALLED THE INSURED)

Certificate, Contract or Policy Number	EFFECTIVE DATE OF ENDORSEMENT 12:01 A.M. at the address of the Insured	Endorsement Number	CERTIFICATE, CONTRACT OR POLICY PERIOD		TOTAL ADDITIONAL OR RETURN PREMIUM (-)
EUL-5070822	1 1 80	2	FROM: 1 1 80	TO: 1 1 81	$ NIL

NIL		

DATE OF
NEXT INSTALLMENT

It is understood and agreed that Item # 7 (Cancellation Period) of this Certificate is amended to read 60 days in lieu of 30 days.

R

Nothing herein contained shall alter, vary or extend any provision or condition of the Certificate, Contract or Policy to which this endorsement is attached other than as above stated.

5/12/80 /eb
DATE

Countersigned by Robert Enko
AUTHORIZED REPRESENTATIVE

AE-P005-A.W.Y. • 2-80

Printed in U.S.A.

ORIGINAL COPY

GLD051696
0049-GLD-000051696