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- SCM EXCESS EY-8527-0[illegible]
Employ Comm Union 1/1/70-1/1/7[illegible]04

SCM Excess EY-8527-001
Employ Comm Union 1/1/70-1/1/73

10¢

10092-007

Excess Liability Insurance

1/1/70 - 1/1/73

5 X 10 X PRIM

E Y-8527-001

Employers Commercial Union

Insurance Company of America

Boston, Massachusetts

(A stock insurance company herein called the Company)

AGREES WITH THE INSURED named below in consideration of the payment of premium and, except as herein provided, subject to all the terms and conditions of Policy No. TBA issued by Home Insurance Company

to:

Item 1. INSURED: S C M Corporation
299 Park Avenue
New York, New York 10017

Item 2. POLICY PERIOD:
January 1, 1970 to January 1, 1973

Item 3. COVERAGE:
Excess Umbrella Liability

Item 4. EXCEPTIONS: This insurance differs from the Policy which it follows in the following particulars:

(a) Rate
(b) Proportion of Risk Insured:

$5,000,000.00 each occurrence and in the aggregate excess of $10,000,000.00 each occurrence and in the aggregate which in turn is excess of primary insurance

(c) Premium: $16,200.00 Prepaid.

(d) Other:

IN WITNESS WHEREOF, Employers Commercial Union Insurance Company of America has caused this policy to be signed by its authorized Manager acting under power of attorney, and countersigned by a duly authorized representative of the Company.

[redacted]

Employers Commercial Union
Insurance Company of America

Frank J. Carey
President.

Authorized Representative

E9136-2 (ECU)

GU 8679a
(Ed. 10-59)

PARTICIPATION POLICY (CASUALTY)

NCY SOL	AGCY. CODE	PRODUCER CODE	STATE	CITY	CLASS	LMTS.	EXPOSURE	GRP. CODE	AGENT OR BROKER
		66666	31	00	8000	0	00	20	Marsh & McLennan

AGENT OR BROKER	COMM.	RENEWAL OF OR PREV. NO.	DATE ISSUED
		New	3/23/70

DAILY REPORT

POLICY NO.

E Y-8527-001

Employers Commercial Union
Insurance Company of America

AGREES WITH THE INSURED named below in consideration of the payment of premium and, except as herein provided, subject to all the terms and conditions of Policy No. TBA issued by Home Insurance Company

to:

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(a) Rate
(b) Proportion of Risk Insured:

$5,000,000.00 each occurrence and in the aggregate excess of $10,000,000.00 each occurrence and in the aggregate which in turn is excess of primary insurance

(c) Premium: $16,200.00 Prepaid.

(d) Other:

[redacted]

GLD051268
0049-GLD-000051268

GU 8679a
(Ed. 10-59)

A&G 661a

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

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.

Authorized Representative

NOTE: Do NOT complete attaching clause if endorsement is issued with policy at its inception.

This endorsement is effective ________________ for attachment to Policy No. ____________

issued to ________________________________

by ________________________________
(Name of Insurance Company)

NEW YORK ENDORSEMENT

The definition of Personal Injuries is hereby amended as follows:

The term "personal injuries" shall not include discrimination because of race, creed, color or national origin.

____
Authorized Representative

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