

N21294

- SCM EXCESS 10 HU 465425
Hartford 11/79-11/80 131

SCM Excess 10 HU 465425
Hartford 1/1/79-1/1/80

131.

10092-007
- Excess Liability Insurance (Various Policies) 1-1-79/80

Excess Liability Insurance (Various Policies) 1-1-79/80

1
3
5
9
2
0
0
7

GLD051577

0049-GLD-000051577

Umbrella Liability Policy
Policy Provisions — Part 1
Form 11-8



THE HARTFORD

Repl. to Hartford Policy No
10 HU 465425, exp. 1-1-79
Also see Condition
11. 12. 13. 14. 15. 16



THE HARTFORD

POLICY NO. 10 HU 465425
SCM CORPORATION (SEE ENDT)
299 PARK AVENUE
NEW YORK N Y 10017

01-01-70

01-01-80

The member company of THE HARTFORD INSURANCE GROUP designated on the Declarations page as the Insurer (a stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I Coverage

The Company will indemnify the insured for ultimate net loss in excess of the underlying limit or the self-insured retention, whichever is the greater, because of:

- (a) bodily injury,
- (b) personal injury,

- (c) property damage or
- (d) advertising injury

to which this insurance applies, caused by an occurrence which takes place anywhere in the world.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement with respect to an occurrence taking place before the contract or agreement is made;
- (b) to bodily injury or property damage included within the aircraft hazard, the watercraft hazard or the pollution hazard;
- (c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to liability assumed by the insured under any contract or agreement;
- (d) to bodily injury or property damage included within the nuclear energy hazard;
- (e) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (f) to property damage to property owned by any named insured;
- (g) to property damage to:
 - (1) the named insured's products or premises alienated by the named insured arising out of such products or premises or any part of such products or premises;
 - (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (h) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured,

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (f) to ultimate net loss claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (i) to advertising injury arising out of:
 - (1) failure of performance of any contract or agreement, other than the unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - (2) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised; or
 - (3) incorrect description or mistake in the advertised price of goods, products or services sold, offered for sale or advertised;
- (k) to personal injury arising out of discrimination or humiliation directly or indirectly related to the employment or prospective employment of any person or persons by any insured.

II Investigation, Defense, Settlement

The Company will defend any claim or suit against the insured seeking damages on account of injury or damage to which this policy applies and which no underlying insurer is obligated to defend, but may make such investigation, defense and settlement thereof as it deems expedient; provided, however, the Company shall have the right but not the duty to investigate, settle or defend any such claim or suit brought against the insured outside the United States of America, its territories or possessions or Canada.

If the Company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the Company shall arrange for such investigation and defense thereof as are reasonably

necessary, and subject to prior authorization of the Company, shall effect such settlement thereof as the Company and the insured deem expedient.

All expenses incurred by the Company or the insured in the investigation, settlement and defense of claims or suits shall be charged against the limit of the Company's liability with respect to ultimate net loss. The Company shall not be obligated to pay any claim or judgment, defend any claim or suit or reimburse the insured for the costs of investigating, settling or defending any claim or suit after the applicable limit of the Company's liability for ultimate net loss has been exhausted.

part thereof, completes the below numbered UMBRELLA LIABILITY POLICY.

1 17 KRT MJG

☒ Hartford Accident and Indemnity Company
☒ Hartford Casualty Insurance Company
Hartford Plaza, Hartford, Connecticut 06115

The INSURER shall be as named in Part 1 of the Policy and as designated herein by Co. Code:

Co. Code
5

DECLARATIONS

Items

Previous Policy No.
10 HU 463646

1. Named Insured and Mail Address

The named insured is: Individual ☐ Partnership ☐ Corporation ☒

2. Policy Period

Producer's Name and Address

Agent Code

252898

MARSH AND MC LENNAN



THE HARTFORD

POLICY NO. 10 HU 465425

SCM CORPORATION (SEE ENDT)
299 PARK AVENUE
NEW YORK N Y 10017

01-01-79

To

01-01-80

12:01 A. M., standard time at the address of the named insured as stated herein.

3. Premium: → \$ 175,000.00
4. Self-Insured Retention → \$ 100,000
5. Limits of Liability
each occurrence → \$ 5,000,000
aggregate → \$ 5,000,000

175,000. (R.P. check Canada)
- 5,179 revised deposit premium
169,821

6. Schedule of Underlying Insurance Policies (Use Supplemental Schedule Form L-2739 if additional space is required.)

Policy Number	Policy Period	Type of Policy	Limits of Liability	Insurer
AS	PER	FORM	L 2739-1	ATTACHED
				R

FORM NUMBERS OF ENDORSEMENTS FORMING PART OF POLICY AT ISSUE:

G 2240-2A (GH 135) G 2240-2C (EMPL BEN) (GH 114) (NOT OF CAN C) (NAMD INS)

7. During the past year no insurer has canceled insurance issued to the named insured similar to that afforded hereunder, unless otherwise stated herein:

Form L-2738-2 Printed in U.S.A.

Countersigned by

[Signature]

Authorized Agent

GLD051579
0049-GLD-000051579

R.P. \$5179.00

Named Insured and Address

It is agreed that: (check alternative(s) below)

- (c) Status of Named Insured to read: ☐ Individual ☐ Corporation ☐ Partnership Other: _____

- 0049-GLD-000051580



THE HARTFORD

Named Insured and Address

10 HU 465425

This endorsement forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date Effective hour is the same as stated in the Declarations of the policy.

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY EXCLUDES AUTOMOBILE LIABILITY COVERAGE FOR LEASED VEHICLE OR LEASED BACK VEHICLES WHEN BEING USED FOR PERSONAL USE BY EMPLOYEES AND EMPLOYEES FAMILIES OR OTHERS DRIVING WITH THEIR PERMISSION.

Not a renewal policy requested by letter 1-29-50.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by *[Signature]* Authorized Agent

G-2240-2 A Printed in U. S. A. 6-74

GLD051581

0049-GLD-000051581



THE HARTFORD

Named Insured and Address

10 HU 465425

This endorsement forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date Effective hour is the same as stated in the Declarations of the policy.

NOTICE OF CANCELLATION ENDORSEMENT

IT IS AGREED THAT IN THE EVENT OF CANCELLATION OF THE ABOVE POLICY SIXTY (60) DAYS WRITTEN NOTICE WILL BE GIVEN TO:

THE NAMED INSURED AS DESCRIBED IN ITEM #1 NAMED INSURED.

R

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent



THE HARTFORD

Named Insured and Address

10 HU 465425

This endorsement forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date _____ Effective hour is the same as stated in the Declarations of the policy.

LIMITATION ENDORSEMENT
(INDEMNIFICATION ON EXCESS BASIS) (UMBRELLA LIABILITY)

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT SUCH INDEMNIFICATION AS IS PROVIDED BY THE POLICY SHALL NOT APPLY TO PERSONAL INJURY UNLESS THERE IS VALID AND COLLECTIBLE UNDERLYING INSURANCE DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE, AND THEN ONLY FOR SUCH PERSONAL INJURY AS IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

GH 135

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

V

GLD051583
0049-GLD-000051583



THE HARTFORD

Named Insured and Address

10 HU 465425

This endorsement forms a part of Policy No. 10 HU 465425 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date Effective hour is the same as stated in the Declarations of the Policy.

IT IS AGREED THAT ITEM #1, NAMED INSURED SHALL READ:

NAMED INSURED

- A) SCM CORPORATION, ALL SUBSIDIARIES AND SUBSIDIARIES OF THE SUBSIDIARIES, SCM FOUNDATION, ANY OTHER COMPANY OF WHICH IT ASSUMES ACTIVE MANAGEMENT, ANY EMPLOYEE SPONSORED ASSOCIATION OR CLUBS OF THE NAMED INSURED.
- B) JOTUN-BALTIMORE COPPER PAINT COMPANY A JOINT VENTURE. HOWEVER, SUCH COVERAGE AS IS PROVIDED FOR THE INTEREST OF GLIDDEN-DURKEE DIVISION OF SCM CORPORATION AND A. F. JOTUNGRUPPEN OF NORWAY IN THE JOINT VENTURE ABOVE IS RESTRICTED TO SUCH COVERAGE AS IS AVAILABLE TO THE INSURED UNDER THE PRIMARY INSURANCE STATED IN THE SCHEDULE OF UNDERLYING INSURANCES ATTACHED TO THIS POLICY.
- C) SYLVACHEM CORPORATION, A JOINT VENTURE, HOWEVER, SUCH COVERAGE AS IS PROVIDED FOR THE INTEREST OF GLIDDEN-DURKEE DIVISION OF SCM CORPORATION AND ST. REGIS PAPER CORPORATION IN THE JOINT VENTURE ABOVE IS RESTRICTED TO SUCH COVERAGE AS IS AVAILABLE TO THE INSURED UNDER PRIMARY INSURANCE STATED IN THE SCHEDULE OF UNDERLYING INSURANCES ATTACHED TO THIS POLICY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company: provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by..

Authorized Agent

Schedule of Underlying Policies
(Continued)



THE HARTFORD

(For Use only on Umbrella Policies)

DECLARATIONS

10 HU 465425

This schedule forms a part of Policy No. Issued by THE HARTFORD INSURANCE GROUP company designated therein.

Policy Number	Policy Period	Type of Policy	Limits of Liability	Insurer
RENEWAL OF CCP2470548	1-1-79-80	COMPREHENSIVE GENERAL LIABILITY PRODUCTS/COMPLETED OPERATIONS PERSONAL INJURY FIRE LEGAL LIABILITY EMPLOYEE BENEFITS LIABILITY COMPREHENSIVE AUTOMOBILE LIABILITY EMPLOYERS LIABILITY E.L.O.D. JONES ACT F.R.E.A. F.L. & H.W.A. ADVERTISERS LIABILITY MALPRACTICE-M. WATERCRAFT LIABILITY	5,000,000 CSL 5,000,000 AGG 100,000 OCC 1,000,000 OCC 5,000,000 CSL 5,000,000 OCC 5,000,000 OCC 5,000,000 OCC 5,000,000 OCC 5,000,000 OCC	CNA
GW 5250	9-3-78-80 RENEWAL	AIRCRAFT LIABILITY INCLUDING NON-OWN	10,000,000 OCC	AIU
RENEWAL OF XWCL427738	1-1-79-80	EXCESS WORKERS COMPENSATION	2,000,000	CNA

IT IS AGREED THAT THE POLICY ALSO INCLUDES THE FOLLOWING:

I... COVERAGE: THE COMPANY WILL INDEMNIFY THE INSURED FOR ULTIMATE NET LOSS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY, IN EXCESS OF THE APPLICABLE LIMIT OF THE UNDERLYING ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY DESCRIBED IN ITEM 6 OF THE DECLARATIONS, ON ACCOUNT OF ANY CLAIM MADE AGAINST THE INSURED AND CAUSED BY NEGLIGENT ACT, ERROR OR OMISSION OF THE INSURED, OR ANY OTHER PERSON FOR WHOSE ACTS THE INSURED IS LEGALLY LIABLE IN THE ADMINISTRATION OF THE INSURED'S EMPLOYEE BENEFIT PROGRAMS AS DEFINED HEREIN.

II... DEFINITIONS:

- (A) "EMPLOYEE BENEFIT PROGRAMS"-THE TERM "EMPLOYEE BENEFIT PROGRAMS" SHALL MEAN GROUP LIFE INSURANCE, GROUP ACCIDENT OR HEALTH INSURANCE, PENSION PLANS, EMPLOYEE STOCK SUBSCRIPTION PLANS, WORKMEN'S COMPENSATION, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND DISABILITY BENEFITS.
- (B) "ADMINISTRATION" -THE UNQUALIFIED WORD "ADMINISTRATION", WHEREVER USED, SHALL MEAN:
- (1) GIVING COUNSEL TO EMPLOYEES WITH RESPECT TO EMPLOYEE BENEFIT PROGRAMS;
 - (2) INTERPRETING EMPLOYEE BENEFIT PROGRAMS;
 - (3) HANDLING OF RECORDS IN CONNECTION WITH EMPLOYEE BENEFIT PROGRAMS;
 - (4) EFFECTING ENROLLMENT OF EMPLOYEES UNDER EMPLOYEE BENEFIT PROGRAMS;
- PROVIDED ALL SUCH ACTS ARE AUTHORIZED BY THE NAMED INSURED

III...EXCLUSIONS-THIS INSURANCE DOES NOT APPLY:

- (A) UNLESS A LIABILITY INSURANCE POLICY IS DESCRIBED IN ITEM 6 OF THE DECLARATIONS WHICH AFFORDS COVERAGE WITH RESPECT TO ERRORS OR OMISSIONS IN THE ADMINISTRATION OF THE INSURED'S EMPLOYEE BENEFIT PROGRAMS AND SUCH POLICY OR RENEWAL OR REPLACEMENT THEREOF, IS IN FORCE CONCURRENTLY WITH THIS POLICY;OR
- (B) TO ANY CLAIM NOT COVERED UNDER SUCH POLICY.

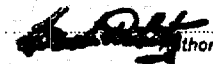
IT IS ALSO AGREED THAT SECTION (A) OF "ULTIMATE NET LOSS" UNDER INSURING AGREEMENT V, OTHER DEFINITIONS, IS AMENDED TO INCLUDE THE FOREGOING.

(C) IT IS FURTHER AGREED THAT THIS POLICY DOES NOT AFFORD COVERAGE FOR ANY CLAIM OR CLAIMS MADE UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company: provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.....

 Authorized Agent

**Amendment of Declarations
Umbrella Liability Policy**



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 10HU465425.....
issued by THE HARTFORD INSURANCE GROUP company designated
therein, and takes effect as of the effective date of said policy unless
another effective date is stated herein.

SCM CORPORATION
299 Park Avenue
New York, New York 10017

Effective date 1/1/79.....Effective hour is
the same as stated in the Declarations of the policy.

It is agreed that: (check alternative(s) below)

☐ Item 1 is amended with respect to such of the following particulars as are indicated by specific entry in connection therewith:

(a) Named Insured to read:

(b) Mail Address of Named Insured to read:

(c) Status of Named Insured to read: ☐ Individual ☐ Corporation ☐ Partnership Other: _____

☐ Item 2 is amended to read: Policy Period: From _____ To _____ 12:01 A.M.,
Standard Time at the address of the Named Insured as stated herein.

☐ Item 3 is amended to read: 3. Premium: _____ \$
☐ Item 4 is amended to read: 4. Self-Insured Retention _____ \$
☐ Item 5 is amended to read: 5. Limits of Liability
each occurrence _____ \$
aggregate _____ \$

☐ Item 6 is amended to: ☒ Add ☐ Delete underlying insurance policy(ies) designated herein:
☐ Revise underlying Limits of Liability to read as stated herein:

6. Schedule of Underlying Insurance Policies (Use Supplemental Schedule Form L-2739 if additional space is required)

Policy Number	Policy Period	Type of Policy	Limits of Liability	Insurer
RENEWAL OF CCP2470548	1/1/79-80	COMPREHENSIVE GENERAL LIABILITY PROD/COMP OPS PERSONAL INJURY BLANKET CONTRACTUAL	5,000,000 CSL	CNA
And any Renewals Thereof			M = \$1000.	
			☐ Additional ☐ Return Premium Due on Effective Date of Endorsement _____ \$	
			1st Anniversary _____ \$	
			2nd Anniversary _____ \$	

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company.

Countersigned by [Signature] Authorized Agent

Form L-3855-0 Printed in U.S.A. (NS)

GLD051587
0049-GLD-000051587



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 10HU465425 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

SCM CORPORATION
299 Park Avenue
New York, New York 10017

Effective date 1/1/79 Effective hour is the same as stated in the Declarations of the policy.

IT IS AGREED THAT COVERAGE UNDER THIS POLICY SHALL NOT APPLY TO CANADIAN LIABILITY COVERED UNDER POLICY #90HU156111.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company: provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

J. J. Corrigan
Authorized Agent

G-2240-2 A Printed in U. S. A. 6-74



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 10 HU 465425 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date Effective hour is the same as stated in the Declarations of the policy.

PROFESSIONAL LIABILITY EXCLUSION
(UMBRELLA LIABILITY)

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO ANY LIABILITY FOR BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE BECAUSE OF ANY ACT OR OMISSION OF THE INSURED, OR OF ANY OTHER PERSON FOR WHOSE ACTS OR OMISSIONS THE INSURED IS LEGALLY RESPONSIBLE, AND ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES FOR OTHERS IN THE INSURED'S CAPACITY AS LAWYERS.

GLD051588

0049-GLD-000051588

 THE HARTFORD

Named Insured and Address

10 HU 465425

This endorsement forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date..... Effective hour is the same as stated in the Declarations of the policy.

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY EXCLUDES AUTOMOBILE LIABILITY COVERAGE FOR LEASED VEHICLE OR LEASED BACK VEHICLES WHEN BEING USED FOR PERSONAL USE BY EMPLOYEES AND EMPLOYEES FAMILIES OR OTHERS DRIVING WITH THEIR PERMISSION.

This endorsement need not be separate in the other excess policies because they all follow The Hartford policy. The policy for 1974 was not written for over the large amount during the policy year.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.....  ized Agent

✓ G-2240-2 A Printed in U. S. A. 6-74



THE HARTFORD

Named Insured and Address

10 HU 465425

This endorsement forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date..... Effective hour is the same as stated in the Declarations of the policy.

NOTICE OF CANCELLATION ENDORSEMENT

IT IS AGREED THAT IN THE EVENT OF CANCELLATION OF THE ABOVE POLICY SIXTY (60) DAYS WRITTEN NOTICE WILL BE GIVEN TO:

THE NAMED INSURED AS DESCRIBED IN ITEM #1 NAMED INSURED.

R

GLD051589
0049-GLD-000051589