N21396

- SCM EXCESS CDE 1476 -
Republic 3/31/85 - 1/1/86 245

SCM Excess — CDE 1476 — 24
Republic — 3/31/85-1/1/86

STOCK COMPANY

☒ **REPUBLIC INSURANCE COMPANY**
☐ **VANGUARD INSURANCE COMPANY**

SCM Corporation
299 Park Avenue
New York, NY 10171

Member Of
**REPUBLIC INSURANCE COMPANY GROUP**
A CAPITAL STOCK COMPANY

2727 Turtle Creek Boulevard, Dallas, Texas 75219

EFFECTED THROUGH

CRAVENS, DARGAN & CO., SPECIAL RISKS
P. O. Box 1660 — Houston, Texas 77001

**This policy is made and accepted subject to the provisions and stipulations hereinafter stated, which are hereby made a part o this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy**

CDE-1 (9-73) REV. 4/81

10842

GLD052578

0049-GLD-000052578

No. CDE 1476

Renewal of No.
New

DECLARATIONS – SPECIAL COVERAGE POLICY

STOCK COMPANY

☒ **REPUBLIC INSURANCE COMPANY**

☐ **VANGUARD INSURANCE COMPANY**

2727 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219

Named Insured and Mailing Address

SCM Corporation
299 Park Avenue
New York, NY 10171

Item 1. Policy Period: From March 31, 1985 To January 1, 1986

12:01 A.M., Standard Time at the address of the named Insured as stated herein.

Item 2. Premium: Advance Premium: $ 3,000
Rate: Flat

Minimum Premium: $ 3,000

If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

| Effective Date | 1st Anniversary | 2nd Anniversary |
|---|---|---|
| $ | $ | $ |

Item 3. Coverage: Excess Umbrella

Item 4. Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

$3,000,000 p/o $50,000,000 each occurrence/aggregate
Excess Of $99,000,000 each occurrence/aggregate

Item 5. During the past three years no insurer has cancelled insurance issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

Item 6. Endorsements: S/L 84C, 169

Countersigned by R.A. Neilson
Authorized

Date of Issue: 05/29/85 ld

CDE-2-(9-73)

ORIGINAL

GLD052579

0049-GLD-000052579

☒ **REPUBLIC INSURANCE COMPANY**
☐ **VANGUARD INSURANCE COMPANY**

(A Stock Insurance Company, Herein Called the Company)

## EXCESS UMBRELLA POLICY
## INSURING AGREEMENTS

**1. COVERAGE**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Named Insured for damages, direct or consequential and expenses on account of:

(a) Personal Injuries, including death at any time resulting therefrom,

(b) Property Damage,

(c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

### UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Wausau #5736-00-102563

**2. LIMIT OF LIABILITY – UNDERLYING LIMITS**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have beer held liable to pay the full amount of their respective ultimate net loss liability as follows:

(a) $99,000,000 ultimate net loss in respect of each occurrence, but

(b) $99,000,000 in the aggregate for each annual period during the currency of this Policy separately in respect o Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupationa Disease sustained by any employees of the Assured

and the Company shall then be liable to pay only the excess thereof up to a further

(c) $3,000,000 p/o $50,000,000 ultimate net loss in all respect of each occurrence – subject to a limit of

(d) $3,000,000 p/o $50,000,000 in the aggregate for each annual period during the currency of this policy, separately in respect o Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupationa Disease sustained by any employees of the Assured.

## DEFINITIONS

**1. NAMED INSURED:**

The words "Named Insured" includes The Named Insured Stated in The Declarations forming a part hereof and/or subsidiary associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has bee given to the Company.

**2. INSURED:**

The word "Insured" includes The Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of The Name Insured, while acting in his capacity as such.

## POLLUTION EXCLUSION - III

It is agreed that this policy shall not apply to any liability for personal 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.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

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

To be attached to and forming part of Policy No. ____________

Issued to ______________________________

Endorsement No. __________

Effective ____________________ 19 ____

S/L 84C
REV. (08/83)

CRAVENS, DARGAN & COMPANY

By R.A. Neilson

It is agreed that except only with respect to policy period, premium and limits of liability, this policy is hereby amended to follow all the terms, conditions, definitions and exclusions of the first layer umbrella policy, Except as Noted Below and all renewals and replacements thereof. It is further agreed that all pre-printed terms and conditions hereon are deleted to the extent that they vary from or are inconsistent with the terms and conditions of the first layer umbrella.

Exception(s): S/L 84C

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

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

To be attached to and forming part of Policy No. ______________

Issued to ______________________________________________

Endorsement No. ____________

Effective ______________________ 19 _____

S/L 169
REV. (08/83)

CRAVENS, DARGAN & COMPANY

By R.A. Neilson