Viad

VIAD CORP 1850 North Central Avenue Phoenix, AZ 85077 602-207-4000 SEP 15 1988

The Home Insurance Company 59 Maiden Lane New York, New York 10038 Wishington 2 1998
Wishington 1998
Site "Born herbel"-Buffels N

reserve #5
1.0k 680
Alleged groundwater possiblism.

Re: United States v. Buffalo Color Corp. et al., U.S
District Court, Western District of New York, Civil No.
95-0950-C(SC) (Bern/Universal/Clinton Bender Superfund
Site, Buffalo, N.Y.): The Home Insurance Company
Policy Nos. HEG 9 55 74-76 (August 31, 1966 - August
31, 1969); HEG 9 34 47-88 (March 31, 1972 - March 31, 1973)

Dear Insurer:

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2 . 150, 25

We write to provide notice to you and/or your successors with regard to the above-referenced third-party action which has been filed against Greyhound Lines, Inc. ("Greyhound Lines"), and Viad Corp, formally known as The Dial Corporation, the successor corporation to Greyhound Lines. The third-party action is for recovery of costs, contribution and declaratory relief with respect to response costs allegedly incurred and to be incurred by the third-party plaintiffs in connection with the release or threatened release of hazardous substances at the Bern Metal, Universal Iron & Metal, and Clinton Street/Bender Avenue Sites located in Buffalo, N.Y. A copy of the Amended Third-party Compliant and the Second Amended Third-Party Complaint in the above-referenced matter is enclosed for your review and file.

We have reviewed our records and determined that The Home Insurance Company sold The Greyhound Corporation, as primary policyholder, liability insurance policy Nos. HEC 9 55 74 16 (August 31, 1966 - August 31, 1969), HEC 9 30 47 83 (January 1, 1969 - March 31, 1972), HEC 4 34 47 48 (March 31, 1972 - March 31, 1973) providing excess/umbrella coverage for the above-referenced action.

The Home Insurance Company September 2, 1998 Page 2

Our search for other policies continues, and we will advise you if we determine that you and/or your predecessors and successors issued additional policies. We request that you review your own records and notify us immediately of any other policies that may provide coverage for the above-referenced action.

Because our liability exposure pertaining to this matter may impact your level of coverage, we are providing this notice to you, as well as to our other excess/umbrella liability insurance companies.

We hereby request an acknowledgement of the receipt of this letter and the enclosures set forth above. Further, we request that your company provide a confirmation of the availability of excess/umbrella insurance coverage provided by your policies, up to the full liability limits.

We look forward to your prompt confirmation of excess/umbrella coverage.

Very truly yours,

Steven J. Twist

Assistant General Counsel

Enclosures



VIAD CORP

1850 North Central Avenue
Phoenix, AZ 85077
602-207-4000

Greyhound

September 2, 1998

OII

MonTeren WILL (A

The Home Insurance Company 59 Maiden Lane New York, New York 10038

Re: Operating Industries, Inc. Superfund Site: The Home Insurance Company Policy Nos. HEC 9 55 74 16 (August 31, 1966 - August 31, 1969); HEC 9 30 47 83 (January 1, 1969 - March 31, 1972); HEC 4 34 47 48 (March 31, 1972 - March 31, 1973)

Dear Insurer:

We write to provide notice¹ to you and/or your successors with regard to the above-referenced environmental action which Transportation Leasing Company ("TLC"), as successor to Greyhound Lines, Inc., has been designated as a potentially responsible party. TLC was also formally known as California Parlor Car Tours. TLC's involvement results from allegedly sending hazardous substances to the Operating Industries ("OII") in Monterey Park. The United States Environmental Protection Agency has designated OII a Superfund Site. A copy of the PRP letter is enclosed.

We have reviewed our records and determined that The Home Insurance Company sold The Greyhound Corporation, as primary policyholder, liability insurance policy Nos. HEC 9 55 74 16 (August 31, 1966 - August 31, 1969), HEC 9 30 47 83 (January 1, 1969 - March 31, 1972), HEC 4 34 47 48 (March 31, 1972 - March 31, 1973) providing excess/umbrella coverage for the above-referenced action.

Our search for other policies continues, and we will advise you if we determine that you and/or your predecessors and

^{1.} By letter dated April 16, 1997, we have previously provided you notice on Policy No. HEC 9 55 74 16.

The Home Insurance Company September 2, 1998 Page 2

successors issued additional policies. We request that you review your own records and notify us immediately of any other policies that may provide coverage for the above-referenced action.

Because our liability exposure pertaining to this matter does or may impact your level of coverage, we are providing this notice to you, as well as to our other excess/umbrella liability insurance companies.

We hereby request an acknowledgement of the receipt of this letter and the enclosure set forth above. Further, we request that your company provide a confirmation of the availability of excess/umbrella insurance coverage provided by your policies, up to the full liability limits.

We look forward to your prompt confirmation of excess/umbrella coverage.

Very truly yours,

Steven J. Twist

Assistant General Counsel

Enclosure

ViAD

VIAD CORP 1850 North Central Avenue Phoenix, AZ 85077 692-207-4000

For Greybound + For Armour

December 1, 1998

The Home Insurance Company 59 Maiden Lane New York, New York 10038

York, New York 10038 Re: United States v.

United States v. Aircraft Service International, Inc., et al., U.S. Dist. Ct. for Arkansas (Jonesboro), Civil Action No. J-C-98-362; and The Arkansas Department of Pollution Control and Ecology v. Aircraft Service International, Inc. et al., U.S. Dist. Ct. for Arkansas (Jonesboro), Civil Action No. J-C-98-363; and Administrative Order for Remedial Action Regarding the South 8th Street Landfill Superfund Site, Docket No. CERCLA 6-01-99: The Home Insurance Company Policy Nos. HEC 9 55 74 16 (August 31, 1966 - August 31, 1969); HEC 9 30 47 83 (January 1, 1969 - March 31, 1972); HEC 4 34 47 48 (March 31, 1972 - March 31, 1973); HEC 9 54 37 51 (July 21, 1964 - July 21, 1967), HEC 9 55 98 60 (July 21, 1967 - July 21, 1970)

Dear Insurer:

Pursuant to our letter to you of November 25, 1998, we are forwarding a copy of the Administrative Order for Remedial Action, effective December 4, 1998, regarding the South 8th Street Superfund Site.

Very truly yours,

Judy North Paralegal

Enclosure

AZ1-5176.

CF-0059

VIA RETURN RECEIPT

January 28, 1999

Steven J. Twist Assistant General Counsel VIAD Corp, 1850 North Central Avenue Phoenix, AZ

Re: RE

REM's Principal: The Home Insurance Company; "Please be advised that Risk Enterprise Management Limited (REM) has been appointed to manage the business

of The Home Insurance Companies."

Insured

Greyhound Lines, Inc. (alleged)

Claim#

087-520515

Sites:

Operating Industries Superfund Site, Montery Park, CA; Bern Metal, Buffalo, NY (U.S. v. Buffalo Color Corp); South 8th St. Superfund Site, West Memphis, AK (PRP Letter, dated 9/9/92; Gurley et al. V. Agrico Chemical et al.; U.S. v. Aircraft Service International et al.; and, The

U.S. v. Aircraft Service International et al.; and, The Arkansas Dept. Poll. Cont. & Ecol. V. Aircraft Service

International, Inc. et al.)

Policies:

HEC9557416, HEC9304783, HEC434748

Dear Mr. Twist:

On behalf of The Home Insurance Company ("Home"), we hereby acknowledge receipt of your notice of claims made on behalf of The Greyhound Corporation ("Greyhound") and concerning environmental contamination at the above listed sites. We understand that Grey hound has also been named as a third-party defendant in the above listed suits.

Please be advised that we will be reviewing your notice to determine whether Home has a duty to defend against any suit arising out of the claim or to indemnify for any loss that may result from it.

In order to expedite our review it will be appreciated if you would be kind enough to provide us with photocopies of the policy(s) issued by Home that you wish us to consider in making our coverage determination. This will assist us identifying and resolving any differences over the existence or terms of policies implicated by your notice of potential claim.

We will also need additional factual information to determine whether there is coverage for this claim. Once we have had the opportunity to complete the policy review process, we shall then be in a position to advise you as specifically as possible what further information is needed. In the interim, you may wish to supplement your notice with any information concerning these matters currently in your possession. This will assist us in completing our review at the earliest possible time.

As part of our evaluation, REM requests that the insured describe completely all dates and activities linking it to each site, including but not limited to information relating to the type of contamination, the factual basis for alleging liability against Greyhound, copies of any environmental reports, studies or evaluations of site conditions, the volume of waste at the site, and potential remedial measures.

Additionally, for each of the above sites, please explain the factual basis for your statement that these claims do or "may impact [Home's] level of coverage."

We are also concerned with the timeliness of your notices. For instance, it appears that Greyhound had knowledge of its potential liability relating to the South 8th Street Landfill as early as 1992. We request that you set forth with respect to each site the date that Greyhound first became aware of its potential liability.

Please be assured that we will promptly review whatever is submitted. After examining the information and documents you provide, we may have additional questions. So, it shall be appreciated if you would provide us with as much information as possible initially.

Please be aware that this letter of acknowledgment is not an admission by Home that it has a duty to defend against the claim you described or to indemnify for any loss that may result from it. At this time, we are not in a position to make either determination and respectfully must reserve all of Home's rights to contest both. When we complete our policy review and investigation, we will notify you promptly of our coverage position.

In the interim, if you have not done so already, it is suggested that you give notice of these potential claims to any other primary or excess carriers that have not been contacted. Also, kindly advise me if there are any other developments. Please feel free to contact me at the above address or at telephone number (212) 530-4223.

Thank you very much for your cooperation.

Very truly yours,

Brian F. Boardingham Litigation Analyst REM.

1355 Mendota Heights. Rd. Suile 130 Mendota Heights, MN 55120-1112

651-855-3300 651-855-3350 (direct) 651-855-3301 (fax) www.Janis.Severson@remitd.com

September 24, 2001

Certified Mail-Return Receipt Requested

Mr. Steven J. Twist VIAD Corporation 1850 North Central Avenue Phoenix, AZ 85077

RE: REM'S Principal:

The Home Insurance Companies (Home)

Claim Number:

087-520515-209

Insured Name:

Greyhound Corporation

Dear Mr. Twist:

Please be advised that Risk Enterprise Management Limited (REM) has been appointed to manage the business of the Home Insurance Companies (Home), a run-off company under the supervision of the New Hampshire Department of Insurance.

By letter dated January 28, 1999, we acknowledged receipt of claims arising out of alleged environmental contamination at:

Operating Industries Superfund Site Bern Metal South 8th Street Superfund Site

In our acknowledgement letter, we requested that additional information about the claim be provided. Please provide us with answers to the specific questions posed in that letter, as well as additional information concerning the present status of the claims. Be specific about costs incurred to date, as well as estimates of future costs.

We have reviewed our files, as well as the information which has been provided. We are unable to affirm or deny liability for this claim at this time because we require additional information necessary to a coverage determination. We are Issuing this reservation of rights letter in order to apprise you of our coverage analysis based on the limited information available to us, and provide you with the opportunity to submit additional information. We may modify or supplement our position as we acquire additional information.

Please note that this reservation of rights letter is solely designed to preserve Home's rights under the policies. It is not intended to alter Greyhound's rights, so you need not take issue with the positions outlined in this letter in order to preserve their rights.

As a preliminary matter, Home policies afford insurance only to those who were insureds under each policy during the respective policy period. To the extent that coverage is sought in respect of persons or entities that were not insureds during the respective policy periods, their claim may be barred.

We have verified the existence and terms of the following policies:

| HEC 9557416 | 08/31/66-01/01/69 |
|-------------|-------------------|
| HEC 9304783 | 01/01/69-03/31/72 |
| HEC 4344748 | 03/31/72-06/19/72 |

Each is an excess liability policy. The first two contain the same basic policy form. The third is different. This letter will address the policy language for both types of policies.

Subject to applicable deductibles and limits as may be stated in the Declarations, the basic insuring agreement contained in the first two policies provides as follows:

The Company hereby agrees to indemnify the Insured against excess loss as hereafter defined, subject to the limitations, conditions and other terms of this contract, which the Insured may sustain by reason of the liability imposed upon the Insured by law or assumed by the Insured under contract or agreement:

- (a) for damages, including damages for care and loss of services, on account of bodily injury, including death at any time resulting therforom, sustained by any person or persons;
- (b) for damages because of injury to or destruction of property, including the loss of use thereof,

caused by or growing out of each occurrence and arising out of or due wholly or in part to the business operations of the Insured, or any act or omission of the Insured's directors, officers, stockholders, employees, agents, contractor or subcontractors.

Subject to applicable deductibles and limits as may be stated in Item 2 of the Declarations and reduced by operation of Condition C, the basic insuring agreement in the third policy provides as follows:

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 obligated to pay by reason of the liability

(a) imposed upon the Insured by law,

OF

- (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of
- (i) Personal Injuries, including death at any time resulting therefrom,
- (ii) Property Damage,
- (iii) Advertising Liability, caused by or arising out of each occurrence happening anywhere in the world.

The terms "Occurrence", "Contact Period, Territory" and "Ulfimate Net Loss" are defined in the first two policies as follows:

The word "occurrence" as used in this contract or in any endorsement made a part of this contract shall be construed to mean any one happening or series of happenings, arising out of or due to one event or disaster.

This Contract applies only to events occurring during the continuation of this Contract, and within the United States of America, Mexico and the Dominion of Canada.

The term "Ultimate Net Loss" as used in this Contract shall be deemed to mean the actual sum or sums paid or payable to any person or persons as special, punitive or general damages, or any or all (as determined by settlement or adjustment of claim or claims as herein provided, or by final judgment), plus expense incurred by the Insured in providing such immediate medical or surgical relief as is imperative at the time of the occurrence covered hereby. Fees and expenses (including taxed court costs and interest accruing after entry of judgment) paid by the Insured, or any company acting as his insurer, or both, in investigating, defending and settling occurrences, claims and suits covered hereby (but not ordinary overhead expenses or salaries or annual retainers paid by or incurred by the insured in connection

therewith) shall be pro-rated between the Insured and the Company in proportion to their respective interests in the amount of Ultimate Net Loss paid.

The terms "Personal Injuries," "Property Damage," "Occurrence" and "Ultimate Net Loss" are defined in the third policy as follows:

The term "Personal Injuries" wherever used herein means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination (except where it is a violation of a statute or regulation prohibiting such) humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

The term "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Insured).

The term "Occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

The term "Ultimate Net Loss" shall mean the total sum which the Insured, or any company as his insurer, or both, become obligated to pay by reason of personal injury, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salarles, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Insured's or of any underlying insurer's permanent employees.

The information you forwarded does not reflect an allegation of "personal injuries" or "property damage" as defined in the third policy. Although there is an allegation of environmental contamination, there is no allegation that falls within the definition of "personal injuries." Further, 'there is no allegation of "loss of or direct damage to or destruction of tangible

property," within the definition of "property damage." To the extent that the site was owned by Greyhound Corporation, there is an additional reason why there is no "property damage." The definition of "property damage" does not include property "owned by the Named Insured."

Nor does the insuring agreement provide coverage for all "personal injury" or "property damage" losses. What the insuring agreement covers is sums the insured becomes legally obligated to pay as "damages" because of "personal injuries" or "property damage." Reimbursement paid to a government for its administrative, legal and remediation expenses may not be "damages" on account of "personal injuries" or "property damage" but rather uncovered economic loss. Remediation costs and the costs of preventive measures may also be economic loss rather than "damages." Similarly, the costs of complying with an injunction or administrative order may not be "damages" as used in the insuring agreement.

It is also a requirement that the "personal injuries" and "properly damage" result from an "occurrence." This means, among other matters, that there must be an accident or a happening or event or a continuous or repeated exposure to conditions that "unexpectedly and unintentionally" results in personal injuries or property damage. Also, insurance can only be provided against loss, damage or liability resulting from contingent or unknown events. Thus, for example, to the extent that any of the alleged pollution or contamination was detected prior to the inception of Home's policies, coverage may be barred by the "known loss" doctrine.

Another requirement arising from the definition of "occurrence" is that the "personal injuries" and "property damage" must happen "during the policy period." Here, not only is "environmental contamination" in issue instead of "personal injuries" or "property damage," the information received thus far does not indicate that the contamination happened during each of the Home policy periods.

The third policy contains Endorsement 16, entitled Exclusion Contamination or Pollutions, which states that:

It is agreed that such insurance as is afforded by this policy does not apply to 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 water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

It is further agree that in no event shall coverage provided by this policy for Contamination and Pollution be broader than that provided by the Underlying Insurances set forth in the Schedule of Underlying Insurances.

This exclusion may eliminate potential coverage for these claims.

Punitive damages, fines and civil penalties are not encompassed within the basic insuring agreement and the definitions of "occurrence," "property damage," "personal injuries" or "ultimate net loss." To the extent that damages, fines and penalties are awarded for intentional misconduct, it may also public policy for Home to indemnify for them.

As previously noted, the policies identified above are all excess liability policies, rather than primary policies. Condition H in the third policy is entitled "Assistance and Co-operation" and states in part as follows:

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured.

Thus, Home can have no obligation to defend.

We also reserve the right to assert that there may not have been compliance with one or more of the conditions contained in the policy, whether or not quoted or referred to in this letter. This reservation includes, but is not limited to, contesting compliance with Conditions J, Q and G, which are contained in the third policy.

Even where coverage is otherwise afforded under this policy. Home can have no duty to indemnify until the policy limits underlying Home's excess policies are properly exhausted. Condition J of each policy is entitled "Loss Payable" and provides that:

[i]lability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence.

We request that you notify us in the event that the requirement set out in Condition J is, or becomes, satisfied.

Please also see Condition Q of each policy which is entitled "Maintenance of Underlying Insurance" and provides in part that:

[i]t is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy.

Condition G requires that:

[w]henever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder

involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company 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 claim.

We reserve Home's right to contest the timeliness of the notice of claim.

To the extent that Greyhound or any other insured failed to disclose to Home in connection with issuance of Home's policies any known existing or potential environmental liabilities, its claims may be barred. The same is true to the extent that there were any other material failures to disclose or any material misrepresentations of fact. We emphasize that we are not presently asserting that there was a misrepresentation, rather, we are merely reserving Home's rights in the event that additional information indicates that there was a misrepresentation.

This letter does not purport to quote all of the policy language that may be important in determining the existence or amount of any coverage. This reservation of rights letter is based on the incomplete information currently available. If you are aware of any other information that might affect this analysis, we ask that you provide it. We will review it promptly.

Thank you for your assistance and cooperation.

Very truly yours,

Janis Severson Litigation Analyst Environmental & Toxic Tort Unit Sender: Please paint your name, address, and Zigha lights age.

Risk enterprise Management
1353 Mendota Heights Roap RECEIVED
SUPPLISO
MENDOTA HEIGHTS MN 55120

OT 0.9 7001

WINNER SOLS UN

D87-520535-209 - Creyhound Corp.

SENDER: COMPLETE THIS SECTION

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REM.

1355 Mendota Heights. Rd. Suite 130 Mendota Heights, MN 55120-1112

651-855-3300 651-855-3350 (direct) 651-855-3301 (fax) www.Janis.Severson@remltd.com

March 28, 2002

Mr. Steven J. Twist VIAD Corporation 1850 North Central Avenue Phoenix, AZ 85077

RE:

REM'S Principal:

The Home Insurance Companies (Home)

Claim Number:

087-520515-209

Insured Name:

Greyhound Corporation

Dear Mr. Twist:

Please be advised that Risk Enterprise Management Limited (REM) has been appointed to manage the business of the Home Insurance Companies (Home), a run-off company under the supervision of the New Hampshire Department of Insurance.

By letter dated January 28, 1999, we acknowledged receipt of claims arising out of alleged environmental contamination at:

Operating Industries Superfund Site Bern Metal South 8th Street Superfund Site

In our acknowledgement letter, we requested that additional information about the claim be provided. Please provide us with answers to the specific questions posed in that letter, as well as additional information concerning the present status of the claims. Be specific about costs incurred to date, as well as estimates of future costs.

If it does not appear that Home's policies would be impacted, you need not respond to the questions posed in this letter.

Thank you for your assistance and cooperation.

Very truly yours,

Janis Severson Litigation Analyst Environmental & Toxic Tort Unit

REM.

1355 Mendola Heights. Rd. Suite 130 Mendota Heights, MN 55120-1112

> 651-855-3300 651-855-3350 (direct) 651-855-3301 (fax)

July 9, 2002

Mr. Steven J. Twist VIAD Corporation 1850 North Central Avenue Phoenix, AZ 85077

RE: REM

REM'S Principal:

The Home Insurance Companies (Home)

Claim Number:

087-520515-209

Insured Name:

Greyhound Corporation

Dear Mr. Twist:

Please be advised that Risk Enterprise Management Limited (REM) has been appointed to manage the business of the Home Insurance Companies (Home), a run-off company under the supervision of the New Hampshire Department of Insurance.

By letter dated January 28, 1999, we acknowledged receipt of claims arising out of alleged environmental contamination at:

Please advise me whether to keep this file open.

Thank you for your assistance and cooperation.

Very truly yours,

iarlis Severson

Litigation Analyst

Environmental & Toxic Tort Unit