

**THE STATE OF NEW HAMPSHIRE**

**MERRIMACK, SS.**

**SUPERIOR COURT**

**Docket No. 03-E-0106**

**In the Matter of the Liquidation of  
The Home Insurance Company**

**LIQUIDATOR'S MOTION FOR APPROVAL OF REINSURANCE  
COMMUTATION AGREEMENT WITH MARKEL**

NOW COMES Roger A. Sevigny, Commissioner of Insurance for the State of New Hampshire, as Liquidator ("Liquidator") of The Home Insurance Company ("Home"), and moves that the Court enter an order in the form submitted herewith approving a Commutation and Release Agreement (the "Agreement") with Markel International Insurance Company Limited, formerly known as Terra Nova Insurance Company Limited ("Markel"). As reasons therefor, the Liquidator states as follows:

1. As part of its business, Home entered into reinsurance agreements with numerous reinsurers under which Home ceded and the reinsurers assumed a portion of Home's obligations under policies of insurance or reinsurance agreements written by Home. Collection of reinsurance is the principal asset marshalling task of the Home liquidation.

2. The present motion concerns the Agreement between the Liquidator and Markel. A redacted copy of the Agreement (with economic terms removed) is attached as Exhibit A. The Agreement is subject to approval by the Court and is not effective until two days after such approval is granted. Agreement ¶ 2. A complete copy of the Agreement is attached to the Confidential Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator in Support of Approval of Reinsurance Commutation Agreements with Markel ("Bengelsdorf Confidential Aff.") that has been filed under seal herewith.

3. Markel reinsured Home under numerous contracts of reinsurance that covered nearly all lines of business from the early 1970's to the mid 1990's. The reinsurance agreements include both proportional and excess treaties as well as facultative cessions. The Agreement provides for the commutation of all these reinsurance contracts except for contracts involving pool, agency or syndicate business or Home UK Branch business (the "Commutated Contracts"). Bengelsdorf Confidential Aff. ¶ 3.

4. The Agreement provides for the full and final settlement of all past, present and future claims under the Commuted Contracts for an agreed amount. Agreement ¶ 3.1. Markel has asserted that it has offsetting claims against Home's UK Branch. The Agreement provides Markel with a specified provisional credit for the asserted offset. See Agreement ¶¶ 3.1, 3.3(b). Markel will deposit this amount into a segregated account held on Home's behalf, and it will withdraw payment as its claims are allowed in the liquidation proceeding. Agreement ¶ 3.3. Bengelsdorf Confidential Aff. ¶¶ 4-5.

5. The Agreement provides that Markel will pay Home a sum within fourteen days after the Agreement becomes effective, and that Home will draw down an additional amount from letters of credit from Markel. Agreement ¶ 3.1. These amounts, plus the provisional offset credit, total the commutation price. Bengelsdorf Confidential Aff. ¶ 6.

6. The other provisions of the Agreement, including mutual releases of claims arising from the Commuted Contracts (Agreement ¶¶ 4, 5), are set forth in the Agreement. The Agreement specifically provides that it is not to be affected by any asbestos reform legislation. Agreement ¶ 6. Bengelsdorf Confidential Aff. ¶ 8.

7. The Bengelsdorf Confidential Affidavit summarizes the reasons that support the determination to enter the Agreement. Bengelsdorf Confidential Aff. ¶¶ 4-8. For the reasons set

forth in the Bengelsdorf Confidential Affidavit, the Liquidator submits that the Agreement is fair and reasonable and that it is in the best interests of the policyholders and other creditors of Home. Bengelsdorf Confidential Aff. ¶ 9.

8. The Agreement and certain supporting materials have been provided to members of the National Conference of Insurance Guaranty Funds' Reinsurance Commutation Subcommittee on The Home Insurance Company in Liquidation ("NCIGF Subcommittee"), who have entered confidentiality agreements. The NCIGF Subcommittee has advised the Liquidator that it has no objection to the Agreement. Bengelsdorf Confidential Aff. ¶ 10.

WHEREFORE, the Liquidator respectfully requests that this Court:

- A. Grant this Motion for Approval of Reinsurance Commutation Agreements with  
Markel;
- B. Enter an Order in the form submitted herewith approving the Agreements; and
- C. Grant such other and further relief as justice may require.

Respectfully submitted,

ROGER A. SEVIGNY, COMMISSIONER OF  
INSURANCE OF THE STATE OF NEW HAMPSHIRE,  
SOLELY AS LIQUIDATOR OF THE HOME  
INSURANCE COMPANY,

By his attorneys,

KELLY A. AYOTTE  
ATTORNEY GENERAL

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Civil Bureau  
New Hampshire Department of Justice  
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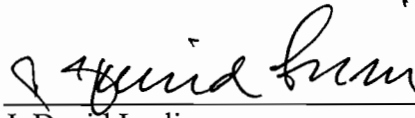


J. David Leslie  
Eric A. Smith  
Rackemann, Sawyer & Brewster  
One Financial Center  
Boston, MA 02111  
(617) 542-2300

February 22, 2006

Certificate of Service

I hereby certify that a copy of the foregoing Motion for Approval of Reinsurance Commutation Agreement with Markel and the Proposed Order Approving Motion for Approval of Reinsurance Commutation Agreement with Markel were sent, this 22<sup>nd</sup> day of February, 2006, by first class mail, postage prepaid to all persons on the attached service list. The accompanying Confidential Affidavit was not so served.

A handwritten signature in black ink, appearing to read "J. David Leslie", is written over a horizontal line.

J. David Leslie

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

In the Matter of the Liquidation of  
The Home Insurance Company  
Docket No. 03-E-0106

In the Matter of the Liquidation of  
US International Reinsurance Company  
Docket No. 03-E-0112

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**Markel International Insurance Company Limited  
(formerly known as Terra Nova Insurance Company Limited)**

**- and -**

**Roger A. Sevigny, New Hampshire Insurance Commissioner  
solely in his capacity as Liquidator (the "Liquidator")  
of The Home Insurance Company**

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**COMMUTATION AND  
RELEASE AGREEMENT**

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**Holman Fenwick & Willan  
Marlow House  
Lloyds Avenue  
London EC3N 3AL**

**Ref: AAB/121**

## COMMUTATION AND RELEASE AGREEMENT

THIS COMMUTATION AND RELEASE AGREEMENT (the "Agreement") is dated  
January 2006,

### BETWEEN

- (1) **Markel International Insurance Company Limited** (formerly known as **Terra Nova Insurance Company Limited**) of The Markel Building, 49 Leadenhall Street, London EC3A 2EA, United Kingdom ("Markel"); and
- (2) **Roger A. Sevigny, New Hampshire Insurance Commissioner**, solely in his capacity as Liquidator (the "Liquidator") of **The Home Insurance Company**, including all former subsidiaries of The Home Insurance Company legally merged in and to The Home Insurance Company (to the extent that such former subsidiaries no longer exist as separate entities), (collectively, "**Home**").

(each a "**Party**" and collectively the "**Parties**")

### WHEREAS

- (A) **Markel** participated as reinsurer of **Home** in the various contracts identified in Schedule 1 to the Agreement. For the avoidance of doubt, Schedule 1 is not an exhaustive list of all contracts where **Markel** participated as reinsurer of **Home**, but is intended to be an illustration of the contracts entered into by **Markel** as reinsurer of **Home** (the "**Reinsurance Agreements**"). Except as provided herein, the **Reinsurance Agreements** are hereinafter known as the "**Commuted Contracts**", provided that in no event shall the **Commuted Contracts** incorporate or be deemed to incorporate **Reinsurance Agreements** constituting or involving (i) **Pool/Agency/Syndicate Business** (as hereinafter defined); or (ii) **Home U.K. Branch Business** (as hereinafter defined).
- (B) The **Parties** wish to settle and commute fully and finally the **Commuted Contracts**.
- (C) This Agreement is the result of a compromise freely entered into by the **Parties** (following advice from their legal and other professional advisers) for their mutual benefit, releasing them as it does from their respective obligations under the **Commuted Contracts**.

**NOW IT IS HEREBY AGREED** as follows:

Definitions

1. The Parties agree that in addition to the terms defined elsewhere in this Agreement, the terms set forth below shall be defined as follows:
  - 1.1 "Pool/Agency/Syndicate Business" shall mean (i) any business underwritten on behalf of Home by an Independent Underwriting Agent (as hereinafter defined) either acting for Home alone or jointly with other underwriters as members of an Underwriting Pool (as hereinafter defined); or (ii) any reinsurance specifically procured by an Independent Underwriting Agent from Markel to cover business underwritten on behalf of Home by that Independent Underwriting Agent either acting for Home alone or jointly with other underwriters as members of an Underwriting Pool.
  - 1.2 "Independent Underwriting Agent" shall mean any third party acting as agent and in that capacity appointed by Home and given authority to underwrite insurance and/or reinsurance business on behalf of Home.
  - 1.3 "Underwriting Pool" shall mean an arrangement whereby an Independent Underwriting Agent was appointed to act collectively on behalf of Home and at least one other insurance/reinsurance company or entity (jointly referred to as the "Pool Members") for the purpose of underwriting insurance/reinsurance business on behalf of the Pool Members.
  - 1.4 "Home U.K. Branch Business" shall mean all non-novated business assumed and ceded through the participation of the United Kingdom branch of The Home Insurance Company as a member of the American Foreign Insurance Association.

Effective Date

2. This Agreement shall only become effective two (2) Business Days after Home provides notice to Markel that the Agreement has been unconditionally approved (the "Effective Date") by the New Hampshire Superior Court for Merrimack County (the "Court"), being the court before which liquidation of Home is presently pending.

Consideration

- 3.1 The Parties agree to fully and finally settle any and all past, present and future liabilities under the Commuted Contracts in the amount of [REDACTED]

States Dollars) due from Markel to Home (the "Agreed Sum"). Home agrees and acknowledges, however, that [REDACTED] of the Agreed Sum has been credited to Markel pursuant to New Hampshire Revised Statute, RSA 402-C:34 in recognition of an asserted offset right of Markel arising from Home U.K. Branch Business (the "Offset Amount"). As such, Markel agrees that on or after the Effective Date, Home may draw down the LOC balances detailed in Schedule 2 for a [REDACTED] [REDACTED] will pay to Home the sum of [REDACTED] (the "Net Settlement Sum") free and clear of and without any deduction, with time being of the essence in the performance by Markel in effecting such payment. Markel shall pay the Net Settlement Sum direct to the bank account set out below:

Citizens Bank, Manchester, NH, USA  
 ABA No. [REDACTED]  
 For the Account of The Home Insurance Company In Liquidation  
 Account No. [REDACTED]

3.2 Without prejudice to the rights of Home to terminate this Agreement under Clause 7 below, if Markel fails to pay any portion of the Net Settlement Sum by the Completion Date, Markel shall pay:

- (a) compound interest on any unpaid sums at the rate of [REDACTED] and
- (b) any costs, including reasonable legal fees, incurred by Home in recovering the Net Settlement Sum (the "Collection Costs").

3.3 Markel agrees

- (a) within fourteen (14) days after the Effective Date to deposit in trust an amount equal to the Offset Amount in a separate and specially segregated and denominated bank account (the "Segregated Account"), which Markel shall

maintain in a fiduciary capacity on Home's behalf, the details of which shall be provided by Markel to Home within fourteen (14) days after the Effective Date; and

- (b) that the [REDACTED]  
[REDACTED]  
[REDACTED] that are admitted into the Home estate shall not give rise to any distribution but shall be deemed to be satisfied by release to Markel of the corresponding sum from the Offset Amount; provided that (i) those claims that are admitted into the Home estate up to the Offset Amount shall, immediately upon approval by the Court thereof, entitle Markel to withdraw any such admitted amounts from the Segregated Account and Home agrees to do all things necessary to facilitate such withdrawal; and (ii) in the event that Markel is unsuccessful in having claims up to the full extent of the Offset Amount admitted into the Home estate [REDACTED] (the "Final Approval Date"), it shall, without prejudice to Markel's rights to continue to assert such claims, (xx) promptly do all things necessary to cause release to Home of the balance then remaining in the Segregated Account (the "Offset Release Date"), which balance should equal the difference between the Offset Amount and the amount(s) previously admitted into the Home estate, plus any interest which has accrued in the Segregated Account, failing which Markel shall promptly effect remittance to Home of any shortfall (the "Offset Release"); and (yy) promptly remit to Home simple interest on the difference between the Offset Amount and the amount(s) previously admitted into the Home estate at the rate of [REDACTED] accruing from the Effective Date, less the interest which has accrued in the Segregated Account, (the "Final Interest"). If Markel fails to effect release or remit any portion of the Offset Release or the Final Interest within fourteen (14) days after the Offset Release Date or the Final Approval Date, as the case may be, Markel shall pay (a) compound interest on any unpaid amounts at the rate of [REDACTED] and (b) any and all costs, including reasonable attorneys fees, incurred by Home in recovering the unpaid amounts in full (the "Offset Collection Costs").

Release and Discharge by the Liquidator

4. Subject to the terms of this Agreement and in consideration of and as a condition precedent to the timely satisfaction by Markel of its obligations pursuant to Clause 3.1 and 3.3 (a) above, the Liquidator on behalf of Home, its officers, directors, employees, agents, attorneys, affiliates, shareholders, parents, predecessors,

successors and assigns, irrevocably and unconditionally releases and discharges **Markel**, its officers, directors, employees, agents, attorneys, affiliates, shareholders, parents, representatives, liquidators, receivers and rehabilitators and their respective predecessors, successors and assigns to the extent permitted by applicable law from any and all liabilities, adjustments, obligations, offsets, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, premiums, returned premiums, unearned premiums, losses, salvage, commissions, variances, expenses, acts, omissions, executions, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, claims and demands whatsoever, all whether known or unknown, suspected or unsuspected, fixed or contingent in law or in equity, which **Home** ever had, now has, or hereafter may have against **Markel** by reason of any matter whatsoever arising out of or in connection with or in relation to the **Commuted Contracts**. Additionally, **Home** fully understands and expressly waives its rights and benefits in relation to the **Commuted Contracts** under any provision of law which substantially provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Release and discharge by Markel

- 5.1 In consideration of the release contained in Clause 4, and subject to the terms and conditions of this Agreement, **Markel** on behalf of itself, its officers, directors, employees, agents, attorneys, affiliates, shareholders, parents, predecessors, successors and assigns, irrevocably and unconditionally releases and discharges the **Liquidator and Home**, its officers, directors, employees, agents, attorneys, affiliates, shareholders, parents, representatives, liquidators, receivers and rehabilitators and their respective predecessors, successors and assigns to the extent permitted by applicable law from any and all liabilities, adjustments, obligations, offsets, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, premiums, returned premiums, unearned premiums, losses, salvage, commissions, variances, expenses, acts, omissions, executions, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, claims and demands whatsoever, all whether known or unknown, suspected or unsuspected, fixed or contingent in law or in equity, which **Markel** ever had, now has, or hereafter may have against **Home** by reason of any matter whatsoever arising out of or in connection with or in relation to the **Commuted**

**Contracts.** Additionally, **Markel** fully understands and expressly waives its rights and benefits in relation to the **Commuted Contracts** under any provision of law which substantially provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

- 5.2 **Markel** hereby acknowledges that it has no claim to or interest in any sums paid by **Markel** to any broker(s) in respect of reinsurance recoveries due to **Home** and confirms that, at the request of **Home**, it will provide a letter to the relevant broker(s) confirming the same and instructing the broker(s) to release any such monies to **Home**.

Asbestos reform legislation

6. The extent to which the **Parties'** reinsurance relationship under all or any of the **Commuted Contracts** becomes relevant to the determination of the **Parties'** respective shares for required contributions to any trust or compensation fund created pursuant to any asbestos reform legislation passed by the United States Congress that becomes law in accordance with the provisions of the United States Constitution shall not, in any way, alter, amend or undo this Agreement or any provisions hereof. Accordingly, neither the enactment of any asbestos reform legislation, nor any resulting payments made by any **Party** as a result thereof, shall entitle any **Party** to claim: (a) an adjustment to the amount payable by **Markel** to **Home**;(b) the return of any portion of that amount; and/or (c) an adjustment to the claims liabilities of **Markel** or **Home** under the **Commuted Contracts**.

Termination

- 7.1 In the event that **Markel** fails to make payment of the **Net Settlement Sum** within fourteen days of the **Completion Date** (and notwithstanding that **Home** may have asserted a claim for interest) **Home** shall be entitled at any time thereafter but prior to payment of the **Net Settlement Sum** being made, to terminate this Agreement by notice in writing to **Markel**.
- 7.2 The **Parties** agree that, if prior to payment of the **Agreed Sum**, **Markel** becomes insolvent, **Home** may serve notice in writing on **Markel** terminating this Agreement.
- 7.3 If, as a result of the insolvency of **Markel**, all or any part of the **Net Settlement Sum** shall be repayable to **Markel** or a liquidator, provisional liquidator, receiver,

administrator or other like office holder, Home may serve notice on Markel terminating this Agreement.

- 7.4 For the avoidance of doubt, in the event that this Agreement shall be terminated pursuant to Clause 7.1, 7.2 or 7.3:
- 7.4.1 All of the rights, liabilities and obligations of Markel and Home arising out of or in respect of the **Commuted Contracts** shall be fully reinstated as if this Agreement had never been made, except that Clauses 3.2, 8, 10 and 12 shall continue to have effect and Home shall be entitled to pursue claims against Markel or to file claims with the liquidator or other like office holder of Markel (as the case may be), having first given Markel credit against such claims for all sums paid and retained by Home pursuant to this Agreement by Markel;
- 7.4.2 Markel shall remain liable to pay any **Collection Costs** incurred by Home;
- 7.4.3 The period between the date of this Agreement and the date 28 days after such termination shall not be taken into account in any computation of time relevant to any limitation period and no defenses to claims, which would otherwise have arisen by the effluxion of time, shall arise in respect of the **Commuted Contracts**.

**Markel's representations, warranties and undertakings**

8. Markel hereby represents, warrants and undertakes that:
- 8.1 It is a corporation which has been duly incorporated under the laws of its respective jurisdiction with power to enter this Agreement and to exercise its rights and perform its obligations hereunder and all corporate and other action required to authorise the execution of this Agreement and the performance of its obligations hereunder has been duly taken and the person or persons executing this Agreement on its behalf has or have the necessary authority to do so;
- 8.2 All consents and any other necessary authorisations and approvals required to enable it lawfully to enter into and perform and comply with its obligations under this Agreement have been (or will be) obtained and are (or will be) in full force and effect and that, to the best of its knowledge, information and belief, no steps have been taken for the revocation or cancellation of any of them and that all other acts, conditions and things required to be done, fulfilled and performed in order:
- 8.2.1 To enable it lawfully to enter into and to exercise its rights under and perform the obligations assumed by it in this Agreement; and



- 8.2.2 To ensure that the obligations to be assumed by it in this Agreement are legal, valid and binding have been (or will be) done, fulfilled and performed;
- 8.3 It has not entered into any pending agreements, transactions or negotiations that would render this Agreement, or any part of it, void, voidable or unenforceable; and
- 8.4 This Agreement constitutes a valid and binding agreement.

The Liquidator's representations, warranties and undertakings

- 9. The Liquidator hereby represents, warrants and undertakes that:
  - 9.1 Subject to the Court's approval, he is duly authorized to enter into this Agreement and the transactions contemplated herein;
  - 9.2 He will use best endeavours to obtain the Court's approval of this Agreement;
  - 9.3 No other agreement, undertaking, contract or matter is known to exist that might render this Agreement void, voidable or unenforceable; and
  - 9.4 He has read this Agreement, understands its contents, and that the person signing this Agreement is fully authorized to execute this Agreement freely and voluntarily on his behalf with an intent for Home to be bound by its terms.

Breach of Warranty

- 10. In the event of any breach of any warranties in Clauses 8 or 9 by either Markel or the Liquidator respectively, the Party in breach shall indemnify and hold harmless the other Party from any and all liabilities, losses, claims, demands, costs or expenses in connection with or directly or indirectly related to that breach.

General

- 11.1 Each Party shall at its own cost do and execute or procure to be done and executed all necessary acts, deeds, documents and things reasonably within its power to give effect to this Agreement.
- 11.2 This Agreement constitutes the entire agreement between the Parties with regard to its subject matter and supersedes all and any previous such agreements.
- 11.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

- 11.4 This Agreement is intended to finally resolve the rights and liabilities of the Parties under the **Commuted Contracts** and no Party to this Agreement shall seek to re-open or set aside this Agreement on the grounds that it becomes aware in the future of any mistake of law (including any such mistake arising as a result of a subsequent change of law) or a mistake of fact relating to this Agreement (or any of the **Commuted Contracts**) or upon which this Agreement was entered into.
- 11.5 Save to the extent expressly set out in Clauses 4 and 5, this Agreement is not intended to nor shall it create any rights, entitlements, claims or benefits enforceable by any person that is not a party to it. Accordingly, save to the extent aforesaid, no person shall derive any benefit or have any right, entitlement or claim in relation to this Agreement.
- 11.6 Except to the extent that they have been performed, the warranties, representations, undertakings and obligations contained in this Agreement shall, subject to Clause 7, remain in full force and effect notwithstanding completion.
- 11.7 The Parties acknowledge that they have each entered into this Agreement in reliance upon their own independent investigation and analysis of the **Commuted Contracts** and their respective rights and obligations thereunder and not on the basis of any statement, representation or warranty of any nature whatsoever (whether express or implied) by the other Party their agents hereto, as the case may be.
- 11.8 Each Party shall pay its own costs of and incidental to this Agreement.
- 11.9 The expression "reinsurance" shall include retrocession.

#### Confidentiality

- 12.1 Home and Markel hereby agree that the terms and conditions of this Agreement and all matters relating to its negotiation or implementation, or communications generated in connection therewith are confidential and shall not be disclosed to any other person without the prior written consent of the other Party, in which circumstances disclosure shall, insofar as is practicable, be made only after consultation with the other Party and after taking into account the reasonable requirements of the other Party PROVIDED THAT nothing in this Clause shall be taken as preventing:
- 12.2 disclosure as required by law or authority of a court, administrative tribunal or arbitration panel, regulatory or supervisory body and/or their duly authorised representatives;
- 12.2.1 Markel from disclosing details of this Agreement to its auditors, parent and group companies, legal advisors, auditors and accountants, current managers of their

reinsurance business or their retrocessionaires, on the basis that **Markel** will use all reasonable endeavours to ensure that the confidentiality of this Agreement shall be maintained following such disclosures;

12.2.2 **Home** from disclosing details of this Agreement to their auditors, legal advisors, auditors and accountants, current managers of their reinsurance business or their retrocessionaires, on the basis that **Home** will use all reasonable endeavours to ensure that the confidentiality of this Agreement shall be maintained following such disclosures.

#### Non-waiver of rights

13. No delay, omission or forbearance on the part of either **Party** to this Agreement in exercising or enforcing any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise or enforcement of such right, power or remedy shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right, power or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

#### Notices

14.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or sent by first class post (or by air mail if overseas), to the addresses of the **Parties** as set out below or to such other person or address, as any **Party** may specify by notice in writing to the others.

14.2 In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly served:

14.2.1 If delivered by hand, at the time of delivery if during business hours on a working day, otherwise on the working day next following;

14.2.2 (Provided that a copy is also sent by first class post as soon as reasonably practicable following the sending of the facsimile) if sent by facsimile transmission during business hours on a working day, at the time of transmission as shown on the transmission report from the machine from which the facsimile was sent in its entirety to the facsimile number of the recipient, otherwise on the working day next following that time;

14.2.3 If sent by first class post, on the second working day after posting; and

14.2.4 If sent by airmail, six days after posting.

14.3 The relevant addressee, address and facsimile number of each Party for the purposes of this Agreement, subject to Clause 14.1:

**Markel**

Street Address: The Markel Building,  
49 Leadenhall Street  
London EC3A 2EA  
United Kingdom  
Attention: Ian Bassett  
Facsimile: +44 (0) 20 7953 6080

**Home**

Street Address: 59 Maiden Lane  
New York, New York 10038  
United States of America  
Attention: Jonathan Rosen  
Facsimile: (212) 530 3100

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective authorized officers.

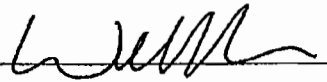
**Roger A. Sevigny, New Hampshire Commissioner of  
Insurance, Solely in his capacity as Liquidator of The  
Home Insurance Company**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Markel International Insurance Company Limited**

By:  Date: 26<sup>th</sup> January 2006

Name: WILLIAM STOVIM

Title: DIRECTOR

HFWLDN/3118843-1

**EXHIBITS REDACTED**