

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

**CENTURY INDEMNITY COMPANY'S SURREPLY IN OPPOSITION TO
LIQUIDATOR'S REPORT AND RECOMMENDATION ON KWELM COMPANIES'
PROOFS OF CLAIM**

Century Indemnity Company ("CIC"), by its attorneys Lovells, respectfully submits this surreply in response to the reply (the "Reply") of Roger A. Sevigny, Commissioner of Insurance for the State of New Hampshire, as Liquidator of the Home Insurance Company to CIC's response (the "Response") in opposition to the Liquidator's Report regarding the KWELM companies' proofs of claim to specifically address new (and controverted) facts raised by the Liquidator.

1. The new axiom for the Liquidator's arguments in support of the Report is the Liquidator's incorrect assertion that KWELM will no longer pursue its claims against Home and, on that basis, that the Court should ignore the law, the Claims Procedures and Protocol¹ governing Home's liquidation and its own exclusive jurisdiction. On the contrary, the KWELM companies have continued to pursue their claims against Home, and the law mandates that those claims be determined in accordance with the Protocol, Claims Procedures and New Hampshire law. Despite KWELM's submission of substantial Home claims to AISUK since the Scheme Adjudicator's setoff assessments at issue in the Report, the Liquidator has supplemented the Reply with a statement from the KWELM Scheme Administrator that KWELM will no longer

¹ All defined terms herein have the same meaning as set forth in CIC's response in opposition to the Report, dated March 27, 2006.

participate in the Home liquidation. This self-serving supplement demonstrates only that the KWELM Scheme Administrator and the Liquidator are acting in collusion to deprive AISUK—and ultimately the Court—of the right to adjudicate and determine AFIA claims against Home's estate in accordance with the Court-ordered Protocol and New Hampshire law. Further, KWELM's declaration is belied by the very fact that since assessment of KWELM's setoff amounts, KWELM has continued to participate in the Home liquidation by submitting claims to AISUK.

The so-called "determinations" that the Liquidator seeks to have allowed as claims against Home were intended to assess a balance for setoff purposes only, not to establish Home's liability to KWELM, and cannot be used as the basis for allowance under New Hampshire law. Accordingly, CIC opposes the Report and respectfully requests (i) that the relief sought in the Report be denied in its entirety; or alternatively, (ii) that the Court's consideration of the Report be adjourned pending determination of the KWELM companies' claims in accordance with the Protocol.

KWELM Continues To Pursue Claims Against Home

2. The Liquidator's claim that CIC will reap a "windfall" if the KWELM claims are not allowed is untrue.² To this day, KWELM pursues significant claims against Home. CIC, through AISUK, has processed—and continues to process—a very high volume of KWELM claims, and millions of dollars of KWELM claims have been approved by AISUK pursuant to the Protocol. In fact, since February 7, 2006 alone—the date of the Scheme Adjudicator's setoff assessments at issue in the Report—KWELM has submitted hundreds of thousands of dollars in

² Even if KWELM had stopped pursuing claims, which it has not, CIC submits that such circumstances would not justify the Liquidator's attempts to disregard the Protocol, Claims Procedures, New Hampshire law and New Hampshire's exclusive jurisdiction over Home's liquidation.

claims against Home to AISUK. See Affidavit of Nick Tyndall, attached hereto as Exhibit 1, at ¶2. Moreover, of the \$3.9 Million in KWELM claims at issue in the Report, KWELM has already presented approximately \$1.7 Million against Home's estate, all of which has gone through the adjustment and determination process under the Protocol and Claims Procedures.³

3. It is telling that the day before the KWELM Scheme Administrator, "*sua sponte*," advised the Liquidator that KWELM did not intend to take any further part in the Home liquidation. Gareth Hughes, the joint provisional liquidator of Home, wrote to AISUK, asking for AISUK's confirmation that a 1996 Standstill Agreement between the H.S. Weavers and C.R. Driver Stamp Companies and Home applies to AFIA claims (including the KWELM claims subject to the Report), so that KWELM may continue to have those self-same claims processed and adjudicated. See letter from Gareth Hughes (KWELM Joint Provisional Liquidator) to Mike Durkin (AISUK), dated April 12, 2006, with attachments, annexed hereto as Exhibit 2. Mr. Hughes' letter to AISUK reveals just how self-serving the last minute supplement to the Liquidator's argument really is.

4. Based on a faulty economic assumption—*i.e.*, that all "economically meaningful events between Home and KWELM have already occurred under the Scheme" (Reply at ¶ 6)—the Liquidator would have the Court disregard its exclusive jurisdiction over Home's liquidation, the RSA, and the Protocol and Claims Procedures promulgated thereunder. That position would be suspect even if the economics were as the Liquidator imagines. But KWELM continues to pursue its claims and the Liquidator's now principal (and newly-articulated) argument for

³ The remaining \$2.2 Million is comprised of (i) approximately \$700,000 in disputed "unpaid paid," which CIC maintains are not recoverable from Home, and (ii) outstanding loss reserves and IBNR that are similarly unrecoverable under the governing reinsurance contracts between KWELM and Home. CIC reserves all of its rights under the Assumption Agreement with respect to the Liquidator's attempt to allow the KWELM claims outside of the Protocol in the manner set forth in the Report, including the right to argue that such an attempt violates Home's duty of utmost good faith to CIC.

allowance of the Scheme Adjudicator's setoff assessments is plainly incorrect. Apart from that collapsed position, the Liquidator has put forward nothing in the Reply that counters the fact (which is undisputed by KWELM) that the assessments of Home's liability to KWELM undertaken by the Scheme Adjudicator were for setoff purposes only, and cannot serve as a basis for claim allowance, as amply demonstrated by CIC in the Response.

Liquidator's Recommendation Circumvents the Protocol and Claims Procedures

5. The fact that the RSA allows for the marshaling of assets does not mean that KWELM's setoff assessments under the Scheme must be allowed against Home's estate. CIC does not argue that the Procedures and Protocol preclude the Liquidator from collecting assets in foreign proceedings, as the Liquidator maintains; rather, Home's marshaling of assets through participation in the Scheme does not require the allowance of the KWELM setoff assessments as the equivalent of KWELM claims under the Protocol—indeed, all case law involving insolvent insurance companies requires the foreign debtor to pursue their claims in the liquidation proceeding of the insurer. Even the Liquidator acknowledges that "[t]he Claims Procedures Order and Claims Protocol were intended to address the determination of claims in the Home liquidation proceeding" Reply at ¶ 5. The fact that the Liquidator has marshaled assets, as permitted under the RSA, by participating in the KWELM Scheme setoff procedure and in the process "paid" its assessed liability through setoff has no bearing on whether the KWELM claims should be allowed against the Home estate, and KWELM's actions support this conclusion. Home was able to marshal foreign assets from KWELM through its agreement to be bound by the Scheme's setoff procedures, and its "payment" to KWELM in the form of setoff enabled Home, in turn, to receive distributions under the Scheme on KWELM's net liability to Home. Home's "payment" to KWELM through setoff is not a penalty that somehow permits it now to seek allowance of the KWELM claims in order to obtain reinsurance from CIC; it was part of the

process Home agreed to as a Scheme creditor in order to receive distributions from the KWELM estate. And while the Liquidator's compromise of claims and marshaling of assets in the KWELM proceeding were permitted under the RSA, that statute and the governing Protocol and Claims Procedures bar the claim allowance the Liquidator seeks here, as shown by CIC in the Response.

6. The Liquidator cites a number of cases for the proposition that insurance insolvency provisions similar to that in the RSA permit the determination of setoffs brought by a liquidator in foreign proceedings. *See Reply at ¶ 4*. Those cases, however, clearly do not establish that setoff assessments arrived at in a foreign liquidation proceeding are allowable as claims in an insolvent insurer's own liquidation proceeding. In O'Connor v. Insurance Co. of N. Am., 622 F. Supp. 611 (N.D. Ill. 1985), for example, the defendant reinsurers, in a federal action separate from the state liquidation proceeding, were permitted to offset the liquidator's recovery by the amount of the insolvent insurers debts to the reinsurers. While the court held that the reinsurers could assert their defensive setoff rights in the federal action, it explicitly refrained from ruling on the issue of whether they could assert affirmative claims (akin to the allowance the Liquidator seeks here) outside the state liquidation proceeding, and the reinsurers themselves conceded that affirmative claims must be filed in the state proceeding. O'Connor at 617. O'Connor does not support the Liquidator's position that the KWELM companies may make an affirmative use of their Scheme setoff assessments by seeking their allowance as claims in Home's New Hampshire liquidation. Superintendent v. Int'l Equip. Leasing, Inc., 588 A.2d 883 (N.J. Super. 1991) is equally unavailing. There, again, the court did not hold that a setoff assessed in a foreign proceeding may be affirmatively asserted as a claim in a state liquidation, but merely implied that, had mutuality existed, the defendant could have asserted a defensive

setoff to the liquidator's action brought in the foreign proceeding. Similarly, Schenck v. Coordinated Coverage Corp., 376 N.Y.S.2d 131 (App. Div. 1975), establishes not that setoff assessments obtained in a foreign jurisdiction may be affirmatively asserted as claims against an insolvent insurer's estate in a separate liquidation proceeding, but only that the setoff defense may be raised in an action brought by the Liquidator in that foreign proceeding. In short, none of the cases cited by the Liquidator lend credence to his unsupportable position that the Scheme setoff assessments may be transported wholesale to Home's liquidation and affirmatively asserted as claims. Moreover, the cases on which the Liquidator relies all adhere to the fundamental principle that a claimant must assert its claims against an insolvent insurer in the state with jurisdiction over the insolvency and under that state's laws. As the Int'l Equip. Leasing court stated, "[I]n New Jersey, New York and many other states, claims against the liquidator of an insurer in a reciprocal state must be brought in the state of liquidation under the law of that state" 247 N.J. Super. at 125.

Comity Considerations Are Not Implicated Because Scheme Setoff Assessments Are Not Claim Determinations

7. Despite the Liquidator's unsubstantiated assurances that the Scheme Adjudicator's claim "determinations" were made after "thorough consideration of the issues raised by AISUK and the Liquidator," Reply at ¶ 6, and upon "careful consideration of the parties' positions," Reply at ¶ 8, such assessments, as CIC demonstrated in the Response, fall far short of the adjudication process under the Protocol. Most significantly, as set forth in the Powell Affidavit attached to CIC's Response, the Scheme only assesses debtor balances for setoff purposes and does not determine liability pursuant to the underlying contracts of reinsurance. Nor does the inquisitorial system under the Scheme provide the same due process protections accorded under the adversarial provisions of the Protocol and Claims Procedures. Further, it is

evident that the Scheme Adjudicator could not have properly evaluated the KWELM companies' claims because he did not possess the claim files. No amount of supposed "careful consideration" can transform a setoff assessment under the Scheme into a claim adjudication under the Protocol. For this reason, comity considerations do not come into play. While CIC does not maintain that a foreign claim determination must be *identical* to New Hampshire's, it is clear that foreign proceedings must have the same underlying purpose and policies for comity to obtain. In re Rubin, 160 B.R. 269, 281 (Bankr. S.D.N.Y. 1993). At the very least, the determination must function as a claim adjudication, not simply as a setoff assessment. Here, the Scheme was sanctioned by the English and Bermudian courts only as a mechanism for setoff assessments, and does not include any of the necessary procedural attributes of the Protocol or Claims Procedures. As a process for claim determination, the Scheme simply does not deserve comity.

8. The Liquidator tries to dodge CIC's demonstration that, under English law, the KWELM claims would not be recoverable under contracts of reinsurance by arguing that the issue is whether, under New Hampshire law, comity should be granted to the Scheme Adjudicator's assessments. The question that the Liquidator brushes aside—"whether KWELM's claims against Home can otherwise be proved under English law," Reply at ¶ 14—is, in fact, crucial to the comity issue, and the Liquidator has done nothing to show that they can be. CIC would not otherwise contest allowance of the KWELM claims on comity grounds if it were clearly demonstrated that applicable English law permitted recovery under reinsurance contracts and if the Scheme functioned as a claim determination process generally similar to New Hampshire's. But that is not the case here. Indeed, the AFIA Cedents insisted that English law govern their rights under their reinsurance contracts with Home.

Amended § 304 Order Does Not Mandate Allowance of KWELM Claims and Any Such Effect is Barred by McCarran-Ferguson Act

9. The Liquidator continues to ignore that the Amended § 304 Order operates only to direct claims against the KWELM companies to the Scheme, and has no impact upon claims asserted against Home. Even the provision of the Amended § 304 Order cited by the Liquidator in the Reply makes it clear that it is binding on "all Scheme Creditors in the United States that have claims against the Scheme companies" only insofar as they are creditors of KWELM; it has no effect on the claims which may be allowed against insolvent Scheme creditors, such as Home, in their own liquidations. Further, it is clear that the McCarran-Ferguson Act would preempt any such intended effect of the Amended § 304 Order. Despite the Liquidator's complaint that CIC did not specify which provisions of New Hampshire law would be impaired and invalidated by allowance of the KWELM setoff assessments as claims, CIC was clear in its Response that such allowance was counter to the process mandated in both the Protocol and Claims Procedures.

Conclusion

Accordingly, CIC respectfully requests that the Court enter an Order:

- A. Denying the relief sought in the Report in its entirety; or alternatively,
- B. Adjourning consideration of the Report pending determination of the Claims in compliance with the Protocol; and
- C. Granting such other and further relief as this Court deems just and proper.

Dated: April 13, 2006

Respectfully submitted,

By: Gary S. Lee.

Gary S. Lee

Karen Ostad

Matthew P. Morris

LOVELLS

590 Madison Avenue

New York, New York 10022

Telephone (212) 909-0600

Facsimile (212) 909-0666

Attorneys for Century Indemnity Company

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document has been served on Roger A. Sevigny, Commissioner of Insurance, Peter Bengelsdorf, Special Deputy, and the following counsel via First Class mail on April 13, 2006:

J. Christopher Marshall, Esq.
NH Attorney General's Office
Civil Bureau
New Hampshire Department of Justice
33 Capitol St.
Concord, NH 03301-6397

J. David Leslie, Esq.
Eric. A. Smith, Esq.
Rackemann, Sawyer & Brewster
One Financial Center
Boston, MA 02111

Andre Bouffard, Esq.
Downs, Rachlin, Martin, PLLC
199 Main Street
Box 190
Burlington, VT 05402

Eric D. Jones, Esq.
Downs, Rachlin, Martin PLLC
199 Main Street
Box 190
Burlington, VT 05402

Peter G. Callaghan, Esq.
Preti, Flaherty, Beliveau, Pachios & Haley,
PLLP
57 North Main Street
PO Box 1318
Concord, NH 03302-1318

Martin P. Honigberg, Esq.
Sulloway & Hollis, PLLC
9 Capitol Street
P.O. Box 1256
Concord, NH 03302-1256

George T. Campbell, Esq.
Robert Stein & Associates, PLLC
One Barberry Lane
P.O. Box 2159
Concord, NH 03302-2159

David Steinberg, Esq.
Clifford Chance LLP
10 Upper Bank Street
Canary Wharf
London E14 5JJ
United Kingdom

Jack B. Gordon, Esq.
Fried Frank Harris Shriver & Jacobson LLP
1001 Pennsylvania Avenue, NW
Washington, DC 20004-2505

David M. Spector, Esq.
Dennis G. LaGory, Esq.
Kristy L. Allen, Esq.
Schiff Hardin LLP
6600 Sears Tower
Chicago, IL 6060

Andrew W. Serell, Esq.
Rath, Young and Pignatelli
One Capital Plaza
P.O. Box 1500
Concord, NH 03302-1500



Lisa Snow Wade

EXHIBIT 1

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Docket No. 03-E-0106

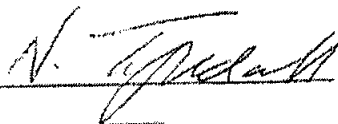
In the Matter of the Liquidation of
The Home Insurance Company

AFFIDAVIT OF NICK TYNDALL OF ACE INA SERVICES U.K. LIMITED

NICK TYNDALL, being duly sworn, deposes and states the following:

1. I am employed as a Claims Manager for ACE INA Services U.K. Limited ("AISUK") and have been working in such position for approximately 10 years. I have been employed by AISUK in various positions for approximately 21 years. I submit this affidavit based on personal knowledge unless otherwise indicated.

2. In my capacity as Claims Manager for AISUK, I review claims which are submitted to AISUK in connection with the obligations of The Home Insurance Company. Based on my personal knowledge I can confirm that claims of the KWELM companies against The Home continue to be submitted to AISUK on behalf of the KWELM companies. Since February 7, 2006, the date on which I am advised the KWELM scheme administrator assessed KWELM's claims against Home for setoff purposes, KWELM has submitted hundreds of thousands of dollars of claims against The Home to AISUK. AISUK continues to process these claims in accordance with the claims protocol approved by this Court and KWELM continues to provide answers to queries made by AISUK in connection with KWELM claims.



Nick Tyndall

SWORN TO BEFORE ME

this 12th day of April, 2006

Simon Scane, Solicitor,

MERRIMACK & WILLIAMSBURY
LLOYDS HOUSE
LLOYDS AVENUE
LONDON EC3N 3AF

HOLMAN, FENNELL & A
MARLOW BUILDING
LLOYDS AVENUE
LONDON, EC3N

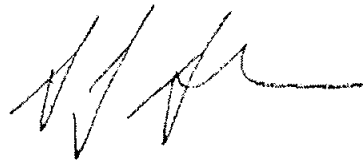
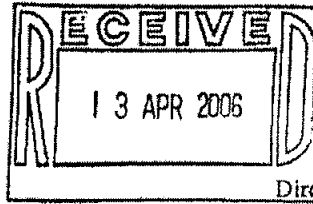


EXHIBIT 2

Mr Mike Durkin
ACE-INA Services (UK) Limited
Kent House
Romney Place
Maidstone
Kent
ME15 6LT



12 April 2006

Direct Line: 020 7951 1195
e-mail: mharrison1@uk.ey.com

Dear Mike

Standstill agreement between KWELM Management Services Limited ("KWELM") and Home Insurance Company ("Home") (the "Agreement")

We refer to the above-mentioned Agreement and our previous discussions in respect thereof. We write to formally set out our position. I attach a copy of the agreement for ease of reference.

The purpose of the Agreement is to provide that, in relation to the "Contracts", time shall not run for the purposes of, amongst other things, the defence of time bar, during the period from the date of the Agreement to the date of expiry of any notice issued to terminate the Agreement. The term "Contracts" is defined in the introductory paragraph of the Agreement as follows:

"... various contracts of reinsurance and/or retrocession made between the companies listed in Schedule 1 ("the Stamp Companies") and Home protecting either the business written by the Stamp Companies as members of the underwriting pools managed by Weavers and Driver or the business written by Home through Afia Reinsurance ..." (emphasis added)

To date, ACE has refused to recommend the payment of certain claims (the "Claims") arising under business written by Home through Afia Reinsurance (the "AFIA Contracts"). For ease of reference, the relevant disputed Claims are listed in the attached annex headed "HS Weavers Claims Subject to Tolling Agreement". We understand that ACE is alleging that such claims are time barred and are not the subject of the standstill provided for in the Agreement. We are advised that this assertion is made the basis of the following language contained in the penultimate paragraph of the Agreement:

"For the avoidance of doubt, this Agreement does not apply to any business written by any of the Stamp Companies other than through the agency of Weavers or Driver or to any business written by the Home through Afia Reinsurance"

We understand ACE's position to be that that such language (1) makes it clear that the AFIA Contracts are not intended to be covered by the Agreement; or (2) is contradictory to the definition of Contracts and therefore the Agreement as a whole cannot be relied upon in respect of the AFIA Contracts.

We do not accept either assertion. In particular:

- The UK firm Ernst & Young LLP is a limited liability partnership registered in England and Wales with registered number OC 310004 and is a member practice of Ernst & Young Global. A list of members' names is available for inspection at the above address which is the firm's principal place of business and its registered office.

- (1) the introductory paragraph to the letter makes it absolutely clear that the Agreement is to be applied to "*business written by Home through Afia Reinsurance*". The penultimate paragraph is in no way contradictory to this position. Read another way that paragraph provides that:

"For the avoidance of doubt, this Agreement does not apply to any business written by any of the Stamp Companies, other than:

(a) through the Agency of Weavers or Driver; and/or

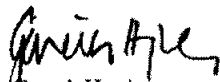
(b) to any business written by Home through Afia Reinsurance"

This interpretation is the only one that makes sense given the foregoing provisions of the Agreement. We note that the definition of Stamp Companies includes City Insurance Company, which was amalgamated with the Home. Therefore the reference to the Agreement not applying to any business written by any of the Stamp Companies other than to any business written by the Home through Afia Reinsurance makes perfect sense; and

- (2) both parties to the Agreement, KWELM and the Home, have operated on the understanding that the standstill contained in the Agreement applies to the AFIA Contracts. As such, we do not accept that ACE has any right to apply any alternative interpretation to it.

Given that this matter has remained unresolved for a considerable period of time, we should be grateful if you would confirm within 14 days that ACE shall cease to assert that the Agreement does not apply in respect of the Claims and adjudicate the relevant Claims accordingly.

Yours sincerely
For The Home Insurance Company



Gareth Hughes
Joint Provisional Liquidator



40 Bermondsey Street London SE1 3UD
Telephone: NATIONAL 0171-234 9000
INTERNATIONAL + 44 171 234 9000
Facsimile: 0171-234 9025
DX 80715 Bermondsey

Home Insurance Company
Cigna Reinsurance Property & Casualty
69 Mansell Court
London E1 8AN

2 August 1996

Dear Sirs,

Stamp Companies underwritten for by H.S. Weavers (Underwriting) Agencies Limited ("Weavers") and/or C.R. Driver & Company Limited ("Driver") and Home Insurance Company ("Home")

We refer to the various contracts of reinsurance and/or retrocession made between the companies listed in Schedule 1 ("the Stamp Companies") and Home protecting either the business written by the Stamp Companies as members of the underwriting pools managed by Weavers and Driver or the business written by Home through Afia Reinsurance (collectively "the Contracts").

The Stamp Companies have authorised KWELM Management Services Limited to make the following proposals, to execute this Agreement and to give and receive the notices referred to in paragraphs 2 and 3 below.

In order that Home and the Stamp Companies may enter into negotiations with a view to reaching an amicable resolution of matters arising out of the Contracts, the Stamp Companies are prepared to agree with Home that:

1. In relation to the Contracts and each of them, time shall not run for the purposes of any defence of time bar, limitation of action, prescription, laches or delay or any similar defence in law or equity under any relevant system of law during the period from the date of this letter to the date of expiry of any notice pursuant to paragraph 2 below.
2. Either the Stamp Companies or Home may terminate this Agreement by giving 30 days' written notice to the other in accordance with paragraph 3 below.
3. Any notice of termination pursuant to paragraph 2 above shall be served on the respective parties to this Agreement by first class post to the addresses set out in Schedule 2 and shall be deemed to be served on the fourth working day after the date of posting.

- 4. Nothing in this Agreement shall constitute an acknowledgement by the Stamp Companies or Home of the existence or validity of the Contracts nor shall it be construed as an admission of liability, an express or implied ratification or affirmation of the Contracts or as a waiver of the rights of either party.

For the avoidance of doubt, this Agreement does not apply to any business written by any of the Stamp Companies other than through the agency of Weavers or Driver or to any business written by Home through Afia Reinsurance.

Kindly confirm your acceptance of this Agreement by signing and returning the attached copy of this letter.

Signature: *A. Nicholas*
 for KWELM Management Services Limited
 for and on behalf of the Stamp Companies

Position: *Company Solicitor*
 Date: *2nd August 1996*

Signature: *J. Keller*
 for and on behalf of
 Home Insurance Company

Position: *Director Collections & Litigation*
 Date: *18th September 1996*

SCHEDULE 1
THE STAMP COMPANIES

The KWELM Companies:

Kingscroft Insurance Company Limited
Walbrook Insurance Company Limited
El Paso Insurance Company Limited
Lime Street Insurance Company Limited
Mutual Reinsurance Company Limited

Bryanston Insurance Company Limited

The Bermuda Fire & Marine Insurance Company Limited (In Liquidation)

The Atropos Companies

"Winterthur" Swiss Insurance Company
City Insurance Company
Delta-Lloyd Schadeverzekering NV
London & Edinburgh Insurance Company Limited
St. Paul International Insurance Company Limited
Compagnie Europeenne d'Assurances Industrielles S.A.
Bishopsgate Insurance Company Limited

Argonaut Insurance Company

Argonaut Northwest Insurance Company

Ludgate Insurance Company Limited

National Casualty Company

National Casualty Company of America Limited

Southern American Insurance Company (In Liquidation)

Yasuda Fire & Marine Insurance Company of Europe Limited

SCHEDULE 2
ADDRESSES FOR NOTICES

COMPANY	ADDRESS	FOR THE ATTENTION OF	PHONE
The Stamp Companies	KWELM Management Services Limited 40 Bermondsey Street London SE1 3UD	Nicholas Pryor, Company Solicitor	+44 (0) 171 234 9000
Home Insurance Company	Cigna Reinsurance Property & Casualty 69 Mansell Court London E1 8AN	Katie Kelehar	+44 (0) 171 280 8420

Code	Company	Accty Broker	Year	Transc.	Agency Pd Entry	Br Chain No	Broker	Br Chain	Net Opns	Orig appld Chrg	Net Opns	Base Net Opns
296	H. S. WEAVERS AGENCIES	1	1974	1992599	01/23/98				-123.54	0.00	-123.54	38.92
296	H. S. WEAVERS AGENCIES	1	1975	1991191	01/23/98				145.97	0.00	145.97	-125.36
296	H. S. WEAVERS AGENCIES	1	1976	1991192	01/23/98				17.16	12,390.75	-1,027.29	-1,011.37
296	H. S. WEAVERS AGENCIES	1	1977	1991193	01/23/98				1,446.10	0.00	1,446.10	-112.86
296	H. S. WEAVERS AGENCIES	1	1978	1991194	01/23/98				492.11	0.00	492.11	1,091.51
296	H. S. WEAVERS AGENCIES	1	1979	1991195	01/23/98				616.65	0.00	616.65	341.23
296	H. S. WEAVERS AGENCIES	1	1980	1991196	01/23/98				-107.16	0.00	-107.16	428.45
296	H. S. WEAVERS AGENCIES	1	1981	1991197	01/23/98				190.16	0.00	190.16	-88.73
296	H. S. WEAVERS AGENCIES	1	1982	1991198	01/23/98				61.55	0.00	61.55	68.65
296	H. S. WEAVERS AGENCIES	1	1983	1991199	01/23/98				-71.52	0.00	-71.52	43.09
296	H. S. WEAVERS AGENCIES	1	1984	1991200	01/23/98				-33.32	0.00	-33.32	50.01
296	H. S. WEAVERS AGENCIES	1	1985	1991201	01/23/98				-91.44	0.00	-91.44	-25.32
296	H. S. WEAVERS AGENCIES	1	1986	1991202	01/23/98				-31.65	0.00	-31.65	277.44
296	H. S. WEAVERS AGENCIES	1	1987	1991203	01/23/98				-1,000.44	0.00	-1,000.44	-2,211.92
296	H. S. WEAVERS AGENCIES	1	1988	1991204	01/23/98				12,510.32	0.00	12,510.32	-695.85
296	H. S. WEAVERS AGENCIES	1	1989	1991205	01/23/98				5.45	0.00	5.45	-4.14
296	H. S. WEAVERS AGENCIES	1	1990	1991206	01/23/98				-248.34	0.00	-248.34	-729.07
296	H. S. WEAVERS AGENCIES	1	1991	1991207	01/23/98				-3,891.26	0.00	-3,891.26	-1.91
296	H. S. WEAVERS AGENCIES	1	1992	1991208	01/23/98				-26,071.01	0.00	-26,071.01	-13,977.58
296	H. S. WEAVERS AGENCIES	1	1993	1991209	01/23/98				-5,091.69	0.00	-5,091.69	-3,495.04
296	H. S. WEAVERS AGENCIES	1	1994	1991210	01/23/98				-177.95	0.00	-177.95	-123.74
296	H. S. WEAVERS AGENCIES	1	1995	1991211	01/23/98				-516.31	0.00	-516.31	-372.94
296	H. S. WEAVERS AGENCIES	1	1996	1991212	01/23/98				-1,919.94	0.00	-1,919.94	-5,165.62
296	H. S. WEAVERS AGENCIES	1	1997	1991213	01/23/98				-3,772.85	0.00	-3,772.85	-1,135.13
296	H. S. WEAVERS AGENCIES	1	1998	1991214	01/23/98				-239.54	0.00	-239.54	-3,042.86
296	H. S. WEAVERS AGENCIES	1	1999	1991215	01/23/98				-10,641.00	0.00	-10,641.00	-1,662.78
296	H. S. WEAVERS AGENCIES	1	2000	1991216	01/23/98				-198.75	0.00	-198.75	-7,399.75
296	H. S. WEAVERS AGENCIES	1	2001	1991217	01/23/98				-3,459.75	0.00	-3,459.75	-1,812.21
296	H. S. WEAVERS AGENCIES	1	2002	1991218	01/23/98				-421.90	0.00	-421.90	-571.55
296	H. S. WEAVERS AGENCIES	1	2003	1991219	01/23/98				-218.75	0.00	-218.75	-1,662.07
296	H. S. WEAVERS AGENCIES	1	2004	1991220	01/23/98				-93.77	0.00	-93.77	-682.21
296	H. S. WEAVERS AGENCIES	1	2005	1991221	01/23/98				-3,313.48	0.00	-3,313.48	-2,360.19
296	H. S. WEAVERS AGENCIES	1	2006	1991222	01/23/98				-127.62	0.00	-127.62	-48.73
296	H. S. WEAVERS AGENCIES	1	2007	1991223	01/23/98				-343.20	0.00	-343.20	-245.62
296	H. S. WEAVERS AGENCIES	1	2008	1991224	01/23/98				-205.81	0.00	-205.81	-1,481.12
296	H. S. WEAVERS AGENCIES	1	2009	1991225	01/23/98				-850.32	0.00	-850.32	-591.31
296	H. S. WEAVERS AGENCIES	1	2010	1991226	01/23/98				-6,926.18	0.00	-6,926.18	-9,246.87
296	H. S. WEAVERS AGENCIES	1	2011	1991227	01/23/98				-3,459.17	0.00	-3,459.17	-4,166.87
296	H. S. WEAVERS AGENCIES	1	2012	1991228	01/23/98				-692.53	0.00	-692.53	-3,199.25
296	H. S. WEAVERS AGENCIES	1	2013	1991229	01/23/98				-1,364.48	0.00	-1,364.48	-481.59
296	H. S. WEAVERS AGENCIES	1	2014	1991230	01/23/98				-82.20	0.00	-82.20	-548.36
296	H. S. WEAVERS AGENCIES	1	2015	1991231	01/23/98				-2,684.12	0.00	-2,684.12	-27.44
296	H. S. WEAVERS AGENCIES	1	2016	1991232	01/23/98				-666.16	0.00	-666.16	-1,866.52
296	H. S. WEAVERS AGENCIES	1	2017	1991233	01/23/98				-14,163.11	0.00	-14,163.11	-423.57
296	H. S. WEAVERS AGENCIES	1	2018	1991234	01/23/98				-668.21	0.00	-668.21	-9,891.31
296	H. S. WEAVERS AGENCIES	1	2019	1991235	01/23/98				-668.21	0.00	-668.21	-1,603.29

TOTALS