

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**

**MOTION FOR APPROVAL OF REINSURANCE
COMMUTATION AGREEMENT WITH SCOR GLOBAL**

Roger A. Sevigny, Commissioner of Insurance for the State of New Hampshire, as Liquidator (“Liquidator”) of The Home Insurance Company (“Home”), hereby moves that the Court enter an order in the form submitted herewith approving a Reinsurance Commutation Agreement, Settlement and Release (the “Commutation Agreement”) between the Liquidator and Scor Global P&C, formerly known as Scor Reassurance (France) and as successor in interest to Sorema S.A., Paris (“Scor Global”). As reasons for this motion, the Liquidator respectfully states:

1. This motion seeks approval of the Commutation Agreement between the Liquidator and Scor Global. A redacted copy of the Commutation Agreement (with economic terms removed) is attached as Exhibit 1. A complete copy of the Commutation Agreement is attached to the Confidential Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Approval of Reinsurance Commutation Agreement with Scor Global (“Bengelsdorf Confidential Affidavit”) submitted herewith under seal.

2. As a 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. Bengelsdorf Confidential Affidavit ¶ 3.

3. Home entered a number of property, casualty, and retrocessional reinsurance agreements with Scor Global covering periods from 1973 to 1992 under which Home ceded certain liabilities to Scor Global. Home also reinsured Scor Global under a number of other motor, agriculture, property, transportation and boiler and machinery reinsurance agreements covering periods from 1963 to 1985. The Liquidator seeks to recover from Scor Global the value of Home's ceded reinsurance balances net of its assumed obligations to Scor Global.

Bengelsdorf Confidential Aff. ¶ 4.

4. The Commutation Agreement provides for the commutation of all of Home's business with Scor Global. It provides for the full and final settlement of all past, present and future obligations and liabilities under the reinsurance agreements for a sum certain to be paid to the Liquidator. Commutation Agreement ¶ 2, 5. This sum reflects only Home's claims against Scor Global, as Scor Global had no outstanding claims against Home. Bengelsdorf Confidential Aff. ¶ 5.

5. The Commutation Agreement provides that Scor Global will pay the commutation sum to the Liquidator in two forms: (a) by authorizing the Liquidator to draw down a letter of credit, and (b) by sending the remaining amount by wire transfer within thirty days of the Court's approval of the Commutation Agreement. The other provisions of the Commutation Agreement, including mutual releases, are set forth in the Commutation Agreement. Bengelsdorf Confidential Affidavit ¶ 7.

6. The Commutation Agreement and certain supporting materials have been provided to members of the National Conference of Insurance Guaranty Funds' 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 Commutation Agreement. See Bengelsdorf Confidential Aff. ¶ 9.

7. The Bengelsdorf Confidential Affidavit summarizes the reasons that support the determination to enter the Agreement. Bengelsdorf Confidential Affidavit ¶¶ 4-9. For the reasons set forth in the Bengelsdorf Confidential Affidavit, the Liquidator submits that the Agreement is fair and reasonable and in the best interests of the policyholders and other creditors of Home. The Commutation Agreement will convert future reinsurance obligations into immediate cash and avoid delay and uncertainty in the collection of reinsurance. See Bengelsdorf Confidential Aff. ¶ 10.

WHEREFORE, the Liquidator respectfully requests that this Court:

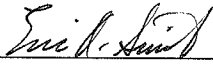
- A. Grant this Motion for Approval of Reinsurance Commutation Agreement with Scor Global;
- B. Enter an Order in the form submitted herewith approving the Commutation Agreement; and
- C. Grant such other and further relief as justice may require.

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

J. Christopher Marshall
NH Bar ID No. 1619
Civil Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301-6397
(603) 271-3650



J. David Leslie
NH Bar ID No. 16859
Eric A. Smith
NH Bar ID No. 16952
Rackemann, Sawyer & Brewster
160 Federal Street
Boston, MA 02110
(617) 542-2300

July 11, 2008

Certificate of Service

I hereby certify that a copy of the foregoing Motion for Approval of Reinsurance Commutation Agreement with Scor Global and the Proposed Order Approving Reinsurance Commutation Agreement with Scor Global were sent, this 11th day of July, 2008, by first class mail, postage prepaid to all persons on the attached service list. The accompanying Confidential Affidavit was not so served.



Eric A. Smith

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

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REDACTED

**REINSURANCE COMMUTATION
AGREEMENT, SETTLEMENT AND RELEASE**

THIS REINSURANCE COMMUTATION AGREEMENT, SETTLEMENT AND RELEASE (the "Agreement") is made and entered into by and between Roger A. Sevigny, the New Hampshire Insurance Commissioner, solely in his capacity as Liquidator (the "Liquidator") of The Home Insurance Company, 59 Maiden Lane, New York, New York ("Home") and Scor Global P&C, 1 Avenue du General de Gaulle, 92800 Puteaux, Paris, France, formerly known as Scor Reassurance (France), and as successor in interest to Sorema S.A. Paris (Société de Réassurances des Assurances Mutuelles Agricoles, Société Anonyme, Paris), referred to herein as ("Scor Global"). The Liquidator and Scor Global are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, Home and Scor Global entered into certain reinsurance agreements identified in Exhibit "A" attached hereto and incorporated herein by reference (the "Ceded Reinsurance Agreements"), pursuant to which Home ceded to Scor Global, and Scor Global accepted from Home, a certain share of Home's liabilities as more fully reflected in the percentages of participation and periods for each respective Ceded Reinsurance Agreement as set forth in Exhibit "A";

WHEREAS, Home and Scor Global entered into certain reinsurance agreements identified in Exhibit "B" attached hereto and incorporated herein by reference (the "Assumed Reinsurance Agreements"), pursuant to which Scor Global ceded to Home, and Home accepted from Scor Global, a certain share of Scor Global's liabilities as more fully reflected in the percentages of participation and periods for each respective Assumed Reinsurance Agreement as set forth in Exhibit "B";

WHEREAS, the Ceded Reinsurance Agreements and the Assumed Reinsurance Agreements are referred to collectively herein as the "Reinsurance Agreements";



WHEREAS, Scor Global provided Home with Deutsche Bank AG, New York Branch Letter of Credit No. [REDACTED] in the amount of [REDACTED] (the "LOC"), which is maintained by Scor Global for the benefit of Home

WHEREAS, Home is in liquidation pursuant to the June 13, 2003 Order of Liquidation issued by the Superior Court of the State of New Hampshire, Merrimack County (the "Court"), pursuant to which the Liquidator was appointed as the Liquidator of Home;

WHEREAS, the Parties agree that it is mutually in their best interests to fully and finally settle and commute their respective past, present and future rights, obligations and liabilities (whether known or unknown) under the Reinsurance Agreements with immediate effect in order to resolve any and all pending outstanding issues between the Parties and eliminate the uncertainty of contingent liabilities for presently unresolved and/or unasserted claims with respect to the Reinsurance Agreements and, in consequence thereof, to enter into mutual releases relating thereto, all in accordance with the terms and conditions hereinafter contained;

NOW THEREFORE, intending to be legally bound, in consideration of the promises, covenants, representations, warranties, payments, agreements and other good and valuable consideration recited and set forth herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. This Agreement shall only become effective on the date that this Agreement is approved by the Court (the "Effective Date"). This Agreement is conditioned upon approval by the Court and in the event that the Court does not approve this Agreement, it shall be deemed null and void *ab initio* and of no force or effect.

2. The net agreed consideration payable to Home for the reciprocal commutation of the Reinsurance Agreements is [REDACTED] (the "Net Settlement Sum"). The Net Settlement Sum shall be satisfied as follows: (a) Home shall, following execution of this Agreement by the Parties (the "Effective Date"), be entitled to draw down in full on the LOC, which has a value of [REDACTED]; and (b) within thirty (30) days after the Effective Date, Scor Global shall pay [REDACTED] to Home via wire transfer as follows:

Citizens Bank
One Citizens Drive
Riverside, RI 02915
For the Account of Home Insurance Co.
Account No. [REDACTED]
Swift No. [REDACTED]
ABA No. [REDACTED]

in full and final settlement of any and all past, present and future liabilities due or potentially due, and whether known or unknown, under the Reinsurance Agreements with time being of the essence in the performance by Scor Global in effecting such payment. The Net Settlement Sum shall be transferred free and clear of and without any deduction for or on account of any set-off or counterclaim.

3. If Scor Global fails to timely pay any portion of the Net Settlement Sum in accordance with Paragraph 2, it shall pay (a) interest on any unpaid amount at [REDACTED] per annum from the Effective Date; and (b) any reasonable costs, including reasonable attorneys' fees, incurred by the Liquidator or Home in recovering the Net Settlement Sum in full (the "Collection Costs"). The acceptance by Home of the Net Settlement Sum together with all interest and Collection Costs due, if any, in respect of late payment as determined and calculated as aforesaid shall constitute a full and final settlement and release hereunder as if payment of the Net Settlement Sum had been made in full.

4. Subject to the terms and conditions of this Agreement and to the timely payment in full by Scor Global of the Settlement Sum, the Liquidator on behalf of Home, its officers, directors, employees, agents, attorneys, subsidiaries, affiliates, shareholders, parents, and their respective predecessors, successors and assigns, irrevocably and unconditionally releases and discharges Scor Global, its officers, directors, employees, agents, attorneys, subsidiaries, affiliates, shareholders, parents, 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, specialties, commissions, variances, expenses, acts, omissions, bonds, bills, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, all whether known or unknown to one or both parties, suspected or unsuspected, fixed or

contingent, in law admiralty or equity, which the Liquidator or Home ever had, now has, or hereafter may have against Scor Global by reason of any matter whatsoever arising out of or in connection with or in relation to the Reinsurance Agreements. Additionally, the Liquidator fully understands and expressly waives Home's rights and benefits with respect to the Reinsurance Agreements 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. Subject to the terms and conditions of this Agreement and in consideration of the release of Scor Global pursuant to Paragraph 4 above, Scor Global on behalf of itself, its officers, directors, employees, agents, attorneys, subsidiaries, affiliates, shareholders, parents, and their respective predecessors, successors and assigns, irrevocably and unconditionally releases and discharges the Liquidator and Home and their respective officers, directors, employees, agents, attorneys, subsidiaries, affiliates, shareholders, parents, 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, specialties, commissions, variances, expenses, acts, omissions, bonds, bills, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, all whether known or unknown to one or both parties, suspected or unsuspected, fixed or contingent, in law, admiralty or equity, which Scor Global ever had, now has, or hereafter may have against the Liquidator and/or Home by reason of any matter whatsoever arising out of or in connection with or in relation to the Reinsurance Agreements. Additionally, Scor Global fully understands and expressly waives its rights and benefits with respect to the Reinsurance Agreements 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.

6. This instrument embodies the final, complete and entire agreement between the Parties. The Parties acknowledge that they have entered into this Agreement in reliance on their own independent investigation and analysis of the matters forming the subject of this Agreement and their rights and obligations with respect thereto. No other representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth or referred to herein.

7. If any provision of this Agreement is invalid, unenforceable or illegal under the law of any jurisdiction, such provision shall be deemed severable from the balance of this Agreement, and the validity and enforceability of the remaining provisions of this Agreement, and the validity and enforceability of such provision in any other jurisdiction shall not be affected thereby. In the event of such invalidity, enforceability or illegality, the Parties shall negotiate in good faith to amend this Agreement through the insertion of additional provisions which are valid, enforceable and legal and which reflect, to the extent possible, the economic and other purposes contained in the invalid, unenforceable or illegal provision.

8. Subject to the provisions of paragraph 1, the Parties hereby agree that this Agreement shall take precedence over and supersede the Reinsurance Agreements and that notwithstanding anything to the contrary contained therein, this Agreement shall operate as a full and final settlement, commutation and release of the respective rights, obligations and liabilities of the Parties under the Reinsurance Agreements. In addition, the Parties and their respective successors and assigns absolutely and unconditionally covenant and agree that upon consummation of the transactions contemplated by this Agreement, neither will demand, claim or file suit or initiate arbitration proceedings against the other with respect to any matters relating to or arising out of the Reinsurance Agreements.

9. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement, or any part hereof, or the rights of such party to thereafter enforce each and every such provision.

10. The Parties agree and acknowledge that this Agreement is being entered into solely as a commercial accommodation, without regard to the respective positions of the Parties

regarding their rights and obligations under and in terms of the Reinsurance Agreements. As such, the Parties agree that this Agreement shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of any party hereto regarding any aspect of the Reinsurance Agreements, other than with respect to the terms and conditions herein contained.

11. (A) Scor Global represents and warrants that it is a legally constituted entity in good standing; that it is not insolvent; that it is duly authorized to enter into this Agreement and the transactions contemplated herein; that the person signing this Agreement is fully authorized to execute this Agreement on its behalf; that all requisite and necessary approvals have been obtained to consummate the transactions contemplated by this Agreement; that no other agreement, undertaking, contract or matter is known to exist that might render this Agreement void, voidable or unenforceable; and that it has read this Agreement, that it understands its contents and that it is being executed freely and voluntarily with an intent for Scor Global to be bound by its terms; and (B) the Liquidator represents and warrants that, subject to the approval of the Court as provided in paragraph 1, he is duly authorized to enter into this Agreement and the transactions contemplated herein on behalf of Home; that no other agreement, undertaking, contract or matter is known to exist that might render this Agreement void, voidable or unenforceable; and that 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 and the Liquidator to be bound by its terms.

12. This Agreement shall inure to the benefit of and bind the Parties and their respective predecessors, parents, affiliates, subsidiaries, successors and assigns (including their rehabilitators, liquidators or other statutory successors) to the maximum extent permitted by applicable law. The Parties each represent and warrant that they have not prior hereto assigned or otherwise transferred to any other entity any of the rights, entitlements or interests in or to the Reinsurance Agreements commuted and released hereunder.

13. No supplement, amendment, variation, modification, waiver or termination of this Agreement shall be effective unless in writing and signed by the Parties.

14. It is hereby agreed that the Parties, including but not limited to their attorneys, agents, representatives and affiliates, will not disclose the terms of this Agreement to anyone other than is necessary to effectuate the terms of this Agreement; except that the Parties may disclose the terms of this Agreement to and through their attorneys, accountants, reinsurers, retrocessionaires and auditors for a legitimate business purpose where a specific need for such disclosure arises in the judgment of such attorneys, accountants, reinsurer and auditors, or in response to lawful process. Notwithstanding the foregoing, nothing in this provision shall restrict the ability of the Parties to disclose the terms of this Agreement to regulatory entities or in connection with reports and statements that they may be required from time to time to file or submit to government agencies, or in support of a motion for approval by the Court.

15. The Parties represent and agree that the consideration for this Agreement, provided in exchange for the Parties' mutual promises made herein, is fair and reasonable. The Parties further agree to provide each other with an appropriate affidavit to this effect if such an affidavit becomes necessary to uphold or enforce the legitimacy of this Agreement.


16. The Parties. Without further consideration, agree to execute and deliver such other documents and take such other action as may be necessary to effect and implement this Agreement.

17. This Agreement may be executed in multiple counterparts, each of which, when so delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. The Parties agree that a signature sent by facsimile or electronic mail to the other Party shall have the same force and effect as an original signature. This Agreement shall be of no force and effect until executed by the Parties.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to the conflicts of law provisions thereof. The Parties agree that the Court shall be the exclusive venue for any dispute between the Parties arising out of this Agreement.

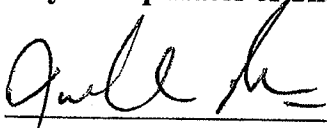
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective authorized officers.

For and on behalf of Scor Global P&C

By: 
Name: Pierre Charles
Title: Executive Vice President

Date: June 20, 2008

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

By: 
Name: Jonathan Rosen

Date: ~~June~~^{July 21}, 2008

Title: Chief Operating Officer of The Home Insurance Company in Liquidation

Exhibit A

Schedule Of The Home Insurance Company's Ceded Treaties Included In This Commutation

Home Ref. #	Scor Ref. #	Treaty Name	Effective Date	Expiration Date	% Of Ceded	Broker Name
Originally Assumed By Scor Reassurance (France)						
O62		ALL RISK DEDUCTIBLE SURPLUS TREATY	01-janv-75	30-juin-75	5	WILLCOX INCORPORATED
O62		ALL RISK DEDUCTIBLE SURPLUS TREATY	01-juil-75	31-déc-75	5	WILLCOX INCORPORATED
O62		ALL RISK DEDUCTIBLE SURPLUS TREATY	01-janv-76	31-déc-76	5	WILLCOX INCORPORATED
O62		ALL RISK DEDUCTIBLE SURPLUS TREATY	01-janv-77	31-mars-77	5	WILLCOX INCORPORATED
O62		ALL RISK DEDUCTIBLE SURPLUS TREATY	01-avr-77	30-sept-77	5	WILLCOX INCORPORATED
O62		ALL RISK DEDUCTIBLE SURPLUS TREATY	01-oct-77	31-déc-77	5	WILLCOX INCORPORATED
O62		ALL RISK DEDUCTIBLE SURPLUS TREATY	01-janv-78	31-déc-78	5	WILLCOX INCORPORATED
987	Z032078	HIGH LEVEL QUOTA SHARE	01-juil-72	31-déc-72	1,11	WILLCOX INCORPORATED
987	Z032078	HIGH LEVEL QUOTA SHARE	01-janv-73	31-déc-73	1,11	WILLCOX INCORPORATED
987	Z032078	HIGH LEVEL QUOTA SHARE	01-janv-74	31-déc-74	1,11	WILLCOX INCORPORATED
987	Z067835	HIGH LEVEL QUOTA SHARE	01-janv-79	31-déc-79	1,464	WILLCOX INCORPORATED
989		HIGH LEVEL QUOTA SHARE TREATY	01-janv-73	31-déc-73	1,11	WILLCOX INCORPORATED
A10		ASSUMED REINS FOURTH EXCESS	01-juil-75	31-juil-76	15	GUY CARPENTER & CO
A10		ASSUMED REINS FOURTH EXCESS	01-août-76	31-juil-77	15	GUY CARPENTER & CO
F01	Z060733	FAC ASSUMED PROPERTY SURPLUS	01-août-80	31-déc-80	4	WILLCOX INCORPORATED
F01	Z060733	FAC ASSUMED PROPERTY SURPLUS	01-janv-81	31-juil-81	4	WILLCOX INCORPORATED
F01	Z060733	FAC ASSUMED PROPERTY SURPLUS	01-août-81	31-déc-81	4	WILLCOX INCORPORATED
F01	Z060733	FAC ASSUMED PROPERTY SURPLUS	01-janv-82	31-juil-82	4	WILLCOX INCORPORATED
F01	Z060733	FAC ASSUMED PROPERTY SURPLUS	01-août-82	31-déc-82	4	WILLCOX INCORPORATED
F03		FAC ASSUMED SECOND EXCESS	01-août-80	31-déc-82	3	WILLCOX INCORPORATED
F03		FAC ASSUMED SECOND EXCESS	01-janv-83	31-déc-83	3	WILLCOX INCORPORATED
Q73	Z060734	PETROCHEMICAL DIV QUOTA SHARE	01-juil-84	30-juin-85	0,55	GUY CARPENTER & CO
Q74	Z060734	PETROCHEMICAL DIV SURPLUS	01-juil-84	30-juin-85	0,585	GUY CARPENTER & CO
T73	Z060735	PETROCHEMICAL QUOTA SHARE TREATY	01-juil-85	30-juin-86	0,895	GUY CARPENTER & CO
T74	Z060735	PETROCHEMICAL FIRST SURPLUS	01-juil-85	30-juin-86	0,955	GUY CARPENTER & CO
Originally Assumed By Sorema S.A. Paris						
987	ZA56752	HIGH LEVEL QUOTA SHARE	01-janv-82	31-déc-82	2,78	WILLCOX INCORPORATED
AL1	ZA81632	MAJOR LINES PROPERTY QUOTA SHARE	01-janv-89	31-déc-89	0,5	U S RE CORPORATION
AL2	ZA81631	MAJOR LINES PROPERTY FIRST EXCESS	01-janv-89	31-déc-89	0,5	U S RE CORPORATION
AL3	ZA81680	MAJOR LINES PROPERTY SECOND EXCESS	01-janv-89	31-déc-89	1	U S RE CORPORATION
AY9	ZA85177	ENERGY QUOTA SHARE	01-juil-89	30-juin-90	0,544	GUY CARPENTER & CO
C03	ZA55950	GLOBAL SLIP THIRD EXCESS	01-janv-82	31-déc-82	0,5	GUY CARPENTER & CO
C04	ZA55951	GLOBAL SLIP FOURTH EXCESS	01-janv-82	31-déc-82	0,5	GUY CARPENTER & CO
C04	ZA55951	GLOBAL SLIP FOURTH EXCESS	01-janv-83	31-déc-83	0,5	GUY CARPENTER & CO
C04	ZA55951	GLOBAL SLIP FOURTH EXCESS	01-janv-84	31-déc-84	0,5	GUY CARPENTER & CO
C04	ZA55951	GLOBAL SLIP FOURTH EXCESS	01-janv-85	31-déc-85	0,5	GUY CARPENTER & CO
C05	ZA50838	GLOBAL SLIP FIFTH EXCESS	01-janv-80	31-déc-80	0,4	GUY CARPENTER & CO
C05	ZA50838	GLOBAL SLIP FIFTH EXCESS	01-janv-81	31-déc-81	0,4	GUY CARPENTER & CO
C05	ZA50838	GLOBAL SLIP FIFTH EXCESS	01-janv-82	31-déc-82	1	GUY CARPENTER & CO
C05	ZA50838	GLOBAL SLIP FIFTH EXCESS	01-janv-85	31-déc-85	1	GUY CARPENTER & CO
C06	ZA51971	GLOBAL SLIP SIXTH EXCESS	01-janv-81	31-déc-81	0,5	GUY CARPENTER & CO
C06	ZA51971	GLOBAL SLIP SIXTH EXCESS	01-janv-82	31-déc-82	0,5	GUY CARPENTER & CO
C06	ZA51971	GLOBAL SLIP SIXTH EXCESS	01-janv-83	31-déc-83	0,5	GUY CARPENTER & CO
C06	ZA51971	GLOBAL SLIP SIXTH EXCESS	01-janv-84	31-déc-84	0,5	GUY CARPENTER & CO
C06	ZA51971	GLOBAL SLIP SIXTH EXCESS	01-janv-85	31-déc-85	0,7	GUY CARPENTER & CO
C99	ZA50388	GLOBAL SLIP SEVENTH EXCESS	01-janv-79	31-déc-79	0,4	GUY CARPENTER & CO
C99	ZA50388	GLOBAL SLIP SEVENTH EXCESS	01-janv-81	31-déc-81	0,51	GUY CARPENTER & CO
C99	ZA50388	GLOBAL SLIP SEVENTH EXCESS	01-janv-82	31-déc-82	0,5	GUY CARPENTER & CO
C99	ZA50388	GLOBAL SLIP SEVENTH EXCESS	01-janv-83	31-déc-83	0,5	GUY CARPENTER & CO
C99	ZA50388	GLOBAL SLIP SEVENTH EXCESS	01-janv-84	31-déc-84	0,5	GUY CARPENTER & CO
C99	ZA50388	GLOBAL SLIP SEVENTH EXCESS	01-janv-85	31-déc-85	1	GUY CARPENTER & CO
CH1	ZA81632	MAJOR ACCOUNTS PROPERTY QUOTA SHARE	01-janv-90	31-déc-90	0,5	U S RE CORPORATION
CY5	ZA81632	MAJOR ACCOUNTS PROPERTY QUOTA SHARE	01-janv-91	31-déc-91	0,5	U S RE CORPORATION
DL5	ZA94579	PROPERTY CATASTROPHE 2ND EXCESS	01-janv-92	31-déc-92	1	GUY CARPENTER & CO
DL6	ZA70431	PROPERTY CATASTROPHE 3RD EXCESS	01-janv-92	31-déc-92	1	GUY CARPENTER & CO
DL7	ZA70432	PROPERTY CATASTROPHE 4TH EXCESS	01-janv-92	31-déc-92	1	GUY CARPENTER & CO
DMI	ZA81632	MAD PROPERTY QUOTA SHARE	01-janv-92	31-déc-92	0,4	U S RE CORPORATION
M27	ZA59336	HIGH LEVEL QUOTA SHARE TREATY	01-janv-83	31-déc-83	2,22	WILLCOX INCORPORATED
M27	ZA59336	HIGH LEVEL QUOTA SHARE TREATY	01-janv-84	29-févr-84	2,22	WILLCOX INCORPORATED
U11	ZA70431	THIRD PROPERTY CATASTROPHE EXCESS	01-janv-86	31-déc-86	1	GUY CARPENTER & CO
U11	ZA70431	THIRD PROPERTY CATASTROPHE EXCESS	01-janv-87	31-déc-87	1	GUY CARPENTER & CO
U11	ZA70431	THIRD PROPERTY CATASTROPHE EXCESS	01-janv-88	31-déc-88	1	GUY CARPENTER & CO

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Exhibit A

Schedule Of The Home Insurance Company's Ceded Treaties Included In This Commutation

Home Ref. #	Scor Ref. #	Treaty Name	Effective Date	Expiration Date	% Of Ceded	Broker Name
U11	ZA70431	THIRD PROPERTY CATASTROPHE EXCESS	01-janv-89	31-déc-89	1	GUY CARPENTER & CO
U11	ZA70431	THIRD PROPERTY CATASTROPHE EXCESS	01-janv-90	31-déc-90	1	GUY CARPENTER & CO
U11	ZA70431	THIRD PROPERTY CATASTROPHE EXCESS	01-janv-91	31-déc-91	1	GUY CARPENTER & CO
U12	ZA70432	FOURTH PROPERTY CAT EXCESS	01-janv-86	31-déc-86	1	GUY CARPENTER & CO
U12	ZA70432	FOURTH PROPERTY CAT EXCESS	01-janv-87	31-déc-87	1	GUY CARPENTER & CO
U12	ZA70432	FOURTH PROPERTY CAT EXCESS	01-janv-88	31-déc-88	1	GUY CARPENTER & CO
U12	ZA70432	FOURTH PROPERTY CAT EXCESS	01-janv-89	31-déc-89	1	GUY CARPENTER & CO
U12	ZA70432	FOURTH PROPERTY CAT EXCESS	01-janv-90	31-déc-90	1	GUY CARPENTER & CO
U12	ZA70432	PROPERTY CATASTROPHE FOURTH EXCESS	01-janv-91	31-déc-91	1	GUY CARPENTER & CO
U13	ZA70433	FIFTH PROPERTY CAT EXCESS	01-janv-86	31-déc-86	1,2	GUY CARPENTER & CO
U13	ZA70433	FIFTH PROPERTY CAT EXCESS	01-janv-87	31-déc-87	1,2	GUY CARPENTER & CO
U13	ZA70433	FIFTH PROPERTY CAT EXCESS	01-janv-88	31-déc-88	1,2	GUY CARPENTER & CO
U13	ZA70433	FIFTH PROPERTY CAT EXCESS	01-janv-89	31-déc-89	1,2	GUY CARPENTER & CO
U13	ZA70433	FIFTH PROPERTY CAT EXCESS	01-janv-90	31-déc-90	1,4	GUY CARPENTER & CO
U13	ZA70433	FIFTH PROPERTY CAT EXCESS	01-janv-91	31-déc-91	1,75	GUY CARPENTER & CO
U14	ZA70434	SIXTH PROPERTY CATASTROPHE EXCESS	01-janv-86	31-déc-86	1,5	GUY CARPENTER & CO
U14	ZA70434	SIXTH PROPERTY CATASTROPHE EXCESS	01-janv-87	31-déc-87	1,5	GUY CARPENTER & CO
U14	ZA70434	SIXTH PROPERTY CATASTROPHE EXCESS	01-janv-88	31-déc-88	1,5	GUY CARPENTER & CO
U14	ZA70434	SIXTH PROPERTY CATASTROPHE EXCESS	01-janv-89	31-déc-89	1,5	GUY CARPENTER & CO
U14	ZA70434	SIXTH PROPERTY CATASTROPHE EXCESS	01-janv-90	31-déc-90	1,5	GUY CARPENTER & CO
U14	ZA70434	SIXTH PROPERTY CATASTROPHE EXCESS	01-janv-91	31-déc-91	1,75	GUY CARPENTER & CO
U73	ZA73046	PETROCHEMICAL PROP QUOTA SHARE	01-juil-86	30-juin-87	0,588	GUY CARPENTER & CO
U74	ZA73047	PETROCHEMICAL PROPERTY SURPLUS	01-juil-86	30-juin-87	1,053	GUY CARPENTER & CO
U91	ZA78249	CASUALTY CATASTROPHE THIRD EXCESS	01-janv-88	31-déc-88	0,5	GUY CARPENTER & CO
U91	ZA78249	CASUALTY CATASTROPHE THIRD EXCESS	01-janv-89	31-déc-89	0,5	GUY CARPENTER & CO
W04	ZA73046	PETROCHEMICAL QUOTA SHARE	01-juil-87	30-juin-88	1,177	GUY CARPENTER & CO
W05	ZA73047	PETRO CHEMICAL SURPLUS	01-juil-87	30-juin-88	1,053	GUY CARPENTER & CO
Y87	ZA73046	PETROCHEMICAL QUOTA SHARE	01-juil-88	30-juin-89	0,971	GUY CARPENTER & CO
Y88	ZA73047	PETROCHEMICAL SURPLUS	01-juil-88	30-juin-89	0,888	GUY CARPENTER & CO

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Exhibit B

**Schedule Of Scor Global P&C (Formerly Scor Reassurance, France) Ceded Contracts
To The Home Insurance Company Subject To This Commutation**

Original Cedant	SCOR Ref.	HOME Ins. Co. Ref.	UWY	LOB	Nature	Contract label	Intermediary	Share (%)
SCOR REASSURANCE (France)	02Z052076		1985	Espace	XoL	XS CATASTROPHE	23200 / UFR	2,00
SCOR REASSURANCE (France)	02Z052076		1985	Agriculture	XoL	XS CATASTROPHE	23200 / UFR	2,00
SCOR REASSURANCE (France)	02Z052082		1973	Transport	XoL	XS TRANS IERE T	10010 / MINET JH R/I BROKERS LTD	2,33
SCOR REASSURANCE (France)	02Z052222		1975		XoL	S.R.S.	direct	2,01
SCOR REASSURANCE (France)	02Z052222		1976		XoL	S.R.S.	direct	1,79
SCOR REASSURANCE (France)	02Z052222		1977		XoL	S.R.S.	direct	1,66
SCOR REASSURANCE (France)	02Z052222		1978		XoL	S.R.S.	direct	1,69
SCOR REASSURANCE (France)	02Z052222		1979		XoL	S.R.S.	direct	1,73
SCOR REASSURANCE (France)	02Z052222		1980		XoL	S.R.S.	direct	1,47
SCOR REASSURANCE (France)	02Z052222		1981		XoL	S.R.S.	direct	1,32
SCOR REASSURANCE (France)	02Z052222		1982		XoL	S.R.S.	direct	2,13
SCOR REASSURANCE (France)	02Z052222		1983		XoL	S.R.S.	direct	2,00