

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Docket No. 217-2003-EQ-00106

In the Matter of the Liquidation of

The Home Insurance Company

CENTURY INDEMNITY COMPANY'S AND ACE P&C'S RESPONSE TO THE LIQUIDATOR'S MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT WITH CLARK EQUIPMENT COMPANY AND ALDRICH PUMP LLC.

Century Indemnity Company on its own behalf and (i) in its capacity as successor to CCI Insurance Company as successor to Insurance Company of North America, and as successor to Indemnity Insurance Company of North America, and (ii) in its capacity as successor to CIGNA Specialty Insurance Company (formerly known as California Union Insurance Company”) (collectively, “Century”), and ACE Property & Casualty Insurance Company, formerly known as CIGNA Property and Casualty Insurance Company, formerly known as Aetna Insurance Company, on its own behalf and in its capacity as successor in interest to Central National Insurance Company of Omaha, as respects policies issued through Cravens, Dargan & Company, Pacific Coast (collectively, “ACE P&C”), respectfully submit this Response to the Liquidator’s Motion for Approval of its settlement agreement with Clark Equipment Company (“Clark”) and Aldrich Pump LLC (“Aldrich”) (collectively “Claimants”).

The Liquidator’s Motion indicates that the Home Insurance Company issued nine policies to Clark for various policy periods between September 30, 1974 through September 30, 1979. It further states that Clark’s former parent, Ingersoll-Rand Company (“IR”), submitted a proof of claim in the Home Liquidation on behalf of Clark, and that Aldrich asserts that after IR ceased to exist following a series of corporate restructurings, Aldrich was allocated certain

insurance assets relating to IR's asbestos liabilities, and to certain contractual liabilities that IR owed to Clark.

Like the Home Insurance Company, Century and ACE P&C issued one or more policies of insurance to Clark or IR. To the extent that Century or ACE P&C has made and/or in the future will make any payments with respect to policies issued to Clark or IR, it is Century's and ACE P&C's position that nothing in the Liquidator's Settlement with Claimants affects, alters or in any way negates any current and/or future contribution or subrogation claim which Century or ACE P&C has and/or may have against the Home estate in connection with those payments (unless such claim has already been fully resolved).

The Liquidator has recognized as much in connection with his motion for the approval of other settlement agreements, by acknowledging that: "Unlike third party claimants' claims, a contribution claim is independent of the insured's claims (although derived from the same underlying circumstances), and it will remain to be determined on its own merits in the liquidation proceeding." *E.g.*, Liquidator's Motion for Approval of Settlement Agreement with Freeport-McMoran at ¶5 n.1. Thus, any current or future Century or ACE P&C claim for contribution in connection with payments made under policies issued to Clark or IR will remain to be determined on their own merits in the Liquidation.

Century and ACE P&C request that the Liquidator retain all claim files pertaining to Clark and/or IR. Century and ACE P&C reserve all of their rights including any rights against all parties; nothing in this statement shall be deemed an admission by Century or ACE P&C, or a waiver by Century or ACE P&C of any rights or remedies including, without limitation, claims or defenses.

Respectfully submitted,

CENTURY INDEMNITY COMPANY;
ACE PROPERTY & CASUALTY
INSURANCE COMPANY,

By their attorneys,



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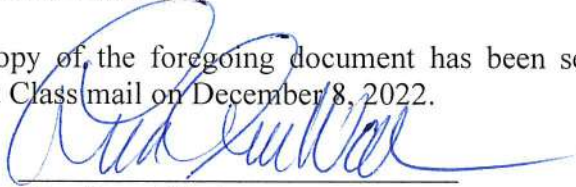
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Dated: December 8, 2022

Certificate of Service

The undersigned certifies that a copy of the foregoing document has been served on counsel on the attached service list via First Class mail on December 8, 2022.



Lisa Snow Wade