

**BEFORE THE COURT-APPOINTED REFEREE  
IN RE THE HOME INSURANCE COMPANY IN LIQUIDATION  
DISPUTED CLAIMS DOCKET**

In Re Liquidator Number: 2008-HICIL-35  
Proof of Claim Number: EMTL 705271-01  
Claimant Name: VIAD Corp  
Claimant Number:  
Policy or Contract Number: HEC 9557416  
HEC 9304783  
HEC 4344748  
Insured or Reinsured Name: VIAD (predecessor The Greyhound  
Corporation/ Transportation Leasing  
Company)  
Date of loss:

**VIAD'S NOTICE OF FILING SUPPLEMENTAL AUTHORITY**

Comes now Viad Corp ("Viad"), by and through its undersigned counsel, and files the attached supplemental legal authority with the Referee. The attached authority directly addresses argument raised by the Liquidator in its Memorandum Regarding Choice of Law and Structuring. Viad attaches and files the following for the Referee's consideration on the matter briefed by the parties pursuant to the Referee's Order at Structuring Conference:

1) *Diamond International Corp. v. Allstate Ins. Co.*, 712 F. 2d 1498 (1st Cir. 1983), wherein the First Circuit Court of Appeals held that New Hampshire has adopted the "significant relationship" test set forth in the Restatement (Second) Conflicts of Laws, and that applying this test to a multi-risk insurance policy required that the court apply the law where the risk was located;

2) RESTATEMENT (SECOND) CONFLICTS OF LAWS § 188 (1971),<sup>1</sup> providing that "[t]he rights and duties with respect to an issue in contract are determined by the local law of the state which, with respect to that issue, has the most significant relationship to the transaction and the parties under the principles stated in § 6," and setting forth the factors to be considered in

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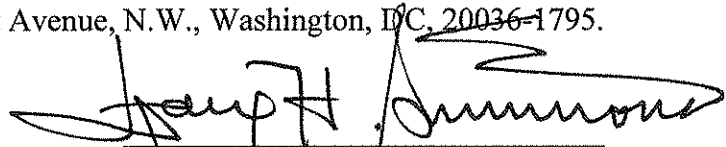
<sup>1</sup> Sections 188 and 193 of the Restatement (Second) of Conflict of Laws are provided herein without the full annotation of case citations in order to reduce the volume of pages filed with the Referee.

determining the applicable law. Comment (d) to Subsection (1) to Section 188 notes that “courts have long recognized that they are not bound to decide all issues under the local law of a single state.” Rest. 2d Confl. § 188, cmt. d at 3. Further, Comment (e) to Subsection (2) provides that “[s]tanding alone, the place of contracting is a relatively insignificant contact.” Rest. 2d Confl. § 188, cmt. e at 3;

3) RESTATEMENT (SECOND) CONFLICTS OF LAWS § 193 (1971), addressing choice of law determinations in the context of multi-risk insurance policies, and stating that “presumably, the courts would be inclined to treat such a case, at least with respect to most issues, as if it involved three policies, each insuring an individual risk” (considering an example with risks located in three separate states). Rest. 2d Confl. § 193, cmt. f at 3.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was provided by U.S. Mail on November 11, 2008, to: Roger A. Sevigny, Commissioner of Insurance of the State of New Hampshire, as Liquidator of the Home Insurance Company c/o J. David Leslie, Esquire and Eric A. Smith, Esquire, Rackemann, Sawyer & Brewster, P.C., 160 Federal Street, Boston, MA, 02110-1700; Liquidation Clerk, The Home Insurance Company in Liquidation, c/o Merrimack Superior Court, 163 N. Main Street, Concord, NH 03302-2880; and John O’Connor, Esq., Steptoe & Johnson LLP, 1330 Connecticut Avenue, N.W., Washington, DC, 20036-1795.



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