

**THE STATE OF NEW HAMPSHIRE
MERRIMACK S.S. SUPERIOR COURT
BEFORE THE COURT-APPOINTED REFEREE
IN RE THE LIQUIDATION OF THE HOME INSURANCE
COMPANY
DISPUTED CLAIMS DOCKET**

**In Re Liquidator Number: 2008-HICIL-41
Proof Of Claim Number: CLMN712396-01
Claimant : Harry L. Bowles**

CLAIMANT'S MOTION FOR SUMMARY JUDGMENT

Claimant Harry L. Bowles ("Bowles") motions this Court for a summary judgment for a final disposition of the subject claim. In support thereof Bowles submits the following:

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Brief Background

1. This claim was submitted to the Liquidator in response to sworn affidavits by officials of Home Insurance Company in Liquidation and the Texas Property and Casualty Insurance Guaranty Association in which they attempted to justify TPCIGA's intervention in Bowles' legal malpractice lawsuit in Texas in August 2005 in defense of Home Insurance Policy No. LPL-F871578.
2. The subject claim is one that was demanded by executive Ron Barta of HICIL's New York office on his allegation that, once he (Mr. Barta) had forwarded a Home

Insurance claim file to TPCIGA at some point after June 13, 2003, then all subsequent legal activity initiated by TPCIGA against Bowles was without liability as to HICIL.

3. Barta alleged that, “Although a lawsuit was not filed by Bowles against the Insured Law Firm until August of 1995, potential coverage had been invoked by notice of the claim and Home undertook to provide a defense subject to any reservation of rights raised by the pleadings.”

4. Barta also declared that, “Pursuant to the provisions of Subchapter G of the Texas Property and Casualty Insurance Guaranty Act (the “Act”) Home forwarded its entire claim file to TPCIGA because the pending lawsuit potentially constituted a covered claim under the Act”.

5. Not only did Mr. Barta misrepresent what Subchapter G of the Act actually says, he did so knowing that he is not a lawyer qualified to state a legal conclusion and did so intentionally to mislead and deceive. This is a criminal act in violation of the Texas Penal Code Section 37.03 – Aggravated Perjury – which is a third degree felony.

6. Furthermore, Mr. Barta’s statement in 2006 that the claim file was forwarded to TPCIGA because “the pending lawsuit potentially constituted a covered claim under the Act” is absolutely false and perjurious under the following section of the Act:

Section 462.211 – Claims Not Covered. Notwithstanding any other provision or any other law to the contrary, a claim that is filed with the Association on a date that is later than 18 months after the date of the Order of Liquidation or that is unknown and unreported as of the date is not a covered claim.

7. The Liquidator and HICIL admit that Bowles never filed a claim with HICIL until August 2003, a date two months after the June 13, 2003 date of the Liquidation Order. In 2006, Bowles was advised by HICIL’s Mr. Barta by letter dated October 16, 2006 that the POC remained in his hands to be forwarded to the Liquidator for determination.

8. The only claim Bowles ever submitted to the Liquidator was unknown and unreported to the Association on June 13, 2003. Thus, under Texas law the claim was not a “potentially covered claim” in Texas. It was not a covered claim under any circumstance.

9. All parties admit Bowles never submitted a claim to TPCIGA in person within 18 months subsequent to June 13, 2003.

CONCLUSIONS

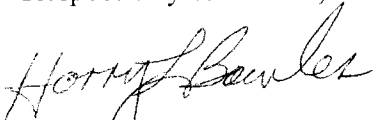
10. The Referee cannot rationalize her most recent order stating that she has reason to inquire into the question of whether or not Bowles’ August 2003 POC was actionable by TPCIGA as a “potential covered claim”.

11. **This is a matter for litigation under Section 462.211 of the Texas Insurance Code in Texas.** Neither the Liquidator nor the Superior Court have jurisdiction to override the law in Texas.

12. The Referee is required to grant this motion for summary judgment and cease and desist from her attempt to assume jurisdiction where none exists.

13. The subject disputed claim is settled and final based on the evidence before the Referee. Bowles is the prevailing party and summary judgment is in order. The Referee must sign an order to end all further proceedings.

Respectfully submitted,



Harry L. Bowles

Claimant, POC Nos. CLMN712396 and CLMN380570

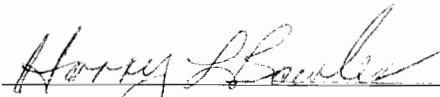
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CERTIFICATE OF SERVICE

I certify that on this **24th DAY OF JUNE, 2009** a true and correct copy of the foregoing was sent by fax and by first class mail to Referee Melinda S. Gehris, 501 Hall Street, Bow, New Hampshire 03304; to attorney Eric A. Smith, Rackemann, Sawyer & Brewster, 160 Federal Street, Boston, MA 02110-1700; and to attorney J. Christopher Marshall, Civil Bureau, NH Dept. of Justice, 33 Capitol Street, Concord, NH 03301-6397; and by regular mail to the Liquidation Clerk, HICIL, Merrimack County Superior Court, P O Box 2880, Concord, NH 03302-2880.



Harry L. Bowles