

**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**

**LIQUIDATOR'S MOTION FOR APPROVAL OF  
AGREEMENT REGARDING HOME DEDUCTIBLE POLICIES**

Roger A. Sevigny, Insurance Commissioner for the State of New Hampshire, as Liquidator ("Liquidator") of The Home Insurance Company ("Home"), moves that the Court enter an order in the form submitted herewith approving an Agreement Regarding Home Deductible Policies (the "Agreement") between the signatory insurance guaranty funds or associations ("Guaranty Funds") and the Liquidator. As reasons therefor, the Liquidator states as follows:

1. The Liquidator seeks approval of the Agreement with the Guaranty Funds. Forty-one insurance guaranty funds or associations have signed the Agreement to date, and others may sign the Agreement in the future. A copy of the Agreement is attached as Exhibit A. The Agreement is subject to approval by the Court. Agreement ¶ 11. Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Motion for Approval of Agreement Regarding Home Deductible Policies ("Bengelsdorf Aff.") ¶ 2. The background to the Agreement is set forth below.

2. Prior to its liquidation, Home and certain of its insureds entered into "deductible agreements." These agreements provided for the insured to pay directly or to reimburse Home for loss or expense payments within a specified deductible amount per claim or occurrence covered by the insurance policy or policies issued to the insured by Home. The insured's obligation to pay or to reimburse Home for paying amounts within the deductible was in many

instances secured by collateral. Prior to Home's liquidation, the insureds generally paid the amounts within the deductible or reimbursed Home where Home paid those amounts. Home administered the collateral and, when necessary, collected on it with respect to payments Home had made that had not been reimbursed. Bengelsdorf Aff. ¶ 3.

4. Upon Home's liquidation, the insurance guaranty funds or associations established in New Hampshire and the other States began handling and paying covered claims under Home's insurance policies, subject to statutory and policy limits and conditions. In certain instances, the guaranty funds or associations are called upon to pay amounts under policies that are subject to deductible agreements. The Liquidator and representatives of the insurance guaranty funds and associations have had ongoing discussions regarding the application of the deductible agreements, appropriate collection and payment of insured reimbursement amounts, and administration and benefit of collateral. As a result of those discussions, the Liquidator and the Guaranty Funds have entered the Agreement. It resolves issues and provides for the handling of approximately \$7.5 million of reimbursements amounts and collateral collected during the liquidation. Bengelsdorf Aff. ¶ 4.

5. The Agreement provides that where Home has contractually agreed to allow an insured to fund its own claims within a deductible, the Liquidator may allow those arrangements to continue and, after notice to any potentially affected Guaranty Fund, may seek to enforce those arrangements. Agreement ¶ 2. Where a Guaranty Fund pays any claim for which Home would have been entitled for reimbursement from an insured under a deductible agreement, the Guaranty Fund is to report the claim payment and provide any additional information necessary to identify and collect deductible reimbursements. Id. ¶ 3. The Liquidator is then to bill the insured for reimbursement. If the insured fails to pay any amounts that are subject to collateral within sixty days, the Liquidator shall apply the collateral to satisfy the deductible obligation and may pursue other collection efforts. Id. Bengelsdorf Aff. ¶ 5.

6. The Liquidator will then reimburse the Guaranty Funds for claims they paid ~~within the deductible amounts out of the insured reimbursement or collateral amounts actually~~ collected. Agreement ¶ 3. The Guaranty Funds agree that the Liquidator is entitled to deduct, from such collected amounts, 7.5% of the amount collected by the Liquidator or 7.5% of the collateral drawn upon as a fair and reasonable reimbursement for expenses incurred in the course of the collection process. Id. ¶ 4. Bengelsdorf Aff. ¶ 6.

7. The Agreement also provides for the Liquidator to account to the applicable Guaranty Fund with respect to deductible billing and collection activities with respect to claims payments by the Guaranty Fund. Agreement ¶ 5. If the Liquidator does not make collection efforts concerning a claims payment within specified time periods, then the affected Guaranty Fund may undertake collection efforts and the Liquidator will assign collateral to the extent of the unpaid deductible obligation. Id. The Guaranty Fund will report any amounts collected to the Liquidator. Id. The Liquidator is to periodically adjust collateral consistent with the terms of the deductible agreements, id. ¶ 6, and the Liquidator and Guaranty Funds will coordinate efforts with respect to the Guaranty Funds collection of net worth recoveries from insureds under the guaranty fund statutes. Id. ¶ 7. Bengelsdorf Aff. ¶ 7.

8. The Agreement provides for the efficient and coordinated handling of collections under deductible agreements centralized with the Liquidator, provides that reimbursement amounts collected under such agreement shall be paid to the entities – the Guaranty Funds – making payments under Home’s policies, and provides the Liquidator with appropriate reimbursement of expenses of administering the deductible agreements and collecting the reimbursements. Bengelsdorf Aff. ¶ 8.

9. The Liquidator submits that the Settlement Agreement is fair and reasonable and in the best interests of the policyholders and creditors of Home. See Bengelsdorf Aff. ¶ 9.

WHEREFORE, the Liquidator respectfully requests that this Court:

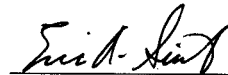
- A. Grant this Motion;
- B. Enter an Order in the form submitted herewith approving the Agreement; and
- C. Grant such other and further relief as justice may require.

Respectfully submitted,

ROGER A. SEVIGNY, INSURANCE  
COMMISSIONER OF THE STATE OF  
NEW HAMPSHIRE SOLELY AS  
LIQUIDATOR OF THE HOME  
INSURANCE COMPANY,

By his attorneys,  
MICHAEL A. DELANEY  
ATTORNEY GENERAL

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



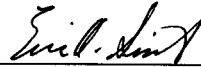
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dleslie@rackemann.com  
Eric A. Smith  
NH Bar ID No. 16952  
esmith@rackemann.com  
Rackemann, Sawyer & Brewster P.C.  
160 Federal Street  
Boston, MA 02110  
(617) 542-2300

March 23, 2011

**Certificate of Service**

I hereby certify that a copy of the foregoing Liquidator's Motion for Approval of Agreement Regarding Home Deductible Policies, the Affidavit of Peter A. Bengelsdorf, and the Proposed Order, were sent, this 23<sup>rd</sup> day of March, 2011, by first class mail, postage prepaid to all persons on the attached service list.



\_\_\_\_\_  
Eric A. Smith  
NH Bar ID No. 16952

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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Civil Division  
United States Department of Justice  
P.O. Box 875  
Washington, D.C. 20044-0875

**AGREEMENT REGARDING HOME DEDUCTIBLE POLICIES**

THIS AGREEMENT is entered into as of this 21 day of February, 2011 by and between Roger A. Seigny, Insurance Commissioner of the State of New Hampshire, as liquidator (the "Liquidator") of The Home Insurance Company ("Home") and each of the guaranty associations and guaranty funds who are signatories hereto (the "Guaranty Funds") (the Liquidator and the Guaranty Funds are referred to collectively as the "Parties").

WHEREAS, the New Hampshire Superior Court for Merrimack County entered an order of liquidation regarding Home dated June 13, 2003 (the "Liquidation Order"), which appointed the Liquidator as liquidator of Home; and

WHEREAS, upon the entry of the Liquidation Order the Guaranty Funds became potentially obligated to pay covered claims under certain policies of insurance issued by Home in accordance with the statutes governing the various Guaranty Funds (the "Guaranty Fund Statutes"); and

WHEREAS, prior to the Liquidation Order, Home or its merged companies had entered certain Deductible Agreements (as hereinafter defined) with policyholders; and

WHEREAS, the Liquidator and the Guaranty Funds desire to set forth their understanding with respect to the Deductible Agreements in order to continue to provide for the efficient handling of the Home estate and to avoid any disputes.

THEREFORE, in consideration of the mutual agreements and covenants contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Definitions.** As used herein the following terms have the following meanings:

“Collateral” shall mean property held by or for the benefit of, assigned to, or pledged or otherwise encumbered for the benefit of Home or subsequently the Liquidator in order to secure the obligations of an insured under a Deductible Agreement.

“Deductible Agreement” shall mean an agreement which, singularly or by any combination of one or more policies, endorsements, contracts, security agreements or other agreements, provides for the insured to pay directly or reimburse Home for loss or expense payments made within a specified deductible amount per each claim or occurrence or other event covered under a policy of insurance. Consistent with the provisions of the Deductible Agreement, the Collateral shall be used to secure the insured’s obligation to reimburse loss or expense payments within the agreed deductible amount.

“Home” shall mean The Home Insurance Company including all former insurance companies merged into it.

2. **Policyholder Funded Agreements.** Regardless of whether there is Collateral, if Home has contractually agreed to allow an insured to fund its own claims within the deductible amount pursuant to a Deductible Agreement, the Liquidator may allow such funding arrangements to continue and, after notice to any potentially affected Guaranty Fund, may seek to enforce such arrangements.

3. **Reimbursement of Guaranty Funds.** The Guaranty Funds shall report claim payments to the Liquidator in Uniform Data Standard (“UDS”) format or as otherwise permitted by the Liquidator and shall provide any additional information the Liquidator reasonably determines is necessary to identify and collect deductible reimbursements. To the extent a Guaranty Fund pays any claim for which Home would have been entitled to reimbursement from

an insured under the terms of a Deductible Agreement, the Liquidator shall, after UDS notification or other permitted notification of such payment by the Guaranty Fund, bill the insured for reimbursement. If an insured fails to pay within sixty days after the Liquidator sends a bill any amounts due that are subject to Collateral under a Deductible Agreement, the Liquidator shall within thirty days, or as soon thereafter as the Collateral can be liquidated in a commercially reasonable manner, apply the Collateral to the extent necessary to satisfy the deductible obligation. The Liquidator at the same time may pursue other collection efforts against the insured. The Liquidator shall reimburse the Guaranty Funds for claims they paid within the deductible amounts out of the insured reimbursement or Collateral amounts actually collected. The Liquidator shall make the first of such payments within forty-five (45) days of the posting of Liquidation Court approval as required in Section 11 of this Agreement. Thereafter, the Liquidator shall make such payments at least annually.

4. **Liquidator's Expenses.** To reimburse the Liquidator for expenses incurred, the Liquidator is entitled to deduct from any reimbursement due to a Guaranty Fund from an insured reimbursement payment or Collateral under this Agreement 7.5% of the Collateral drawn upon to accomplish such reimbursement or 7.5% of the amount of the reimbursement actually collected by the Liquidator.

5. **Collection Efforts.** With respect to claim payments made by each Guaranty Fund, the Liquidator shall provide the Guaranty Fund with a complete accounting of the Liquidator's deductible billing and collection activities, including but not limited to dates and amounts of the insured billings, the reimbursements collected, and the available amounts and use of Collateral for each account. The Liquidator's costs of accounting shall be included within expenses referred to in Section 4 of this Agreement. If the Liquidator fails to make a good faith

effort within one hundred twenty days of receipt of claims payment reports to collect reimbursements due from an insured under a Deductible Agreement based on claim payments made by any Guaranty Fund, or after such one hundred twenty day period fails to continue with such good faith-efforts, then after such one hundred twenty day period or such later date such Guaranty Fund, after notice to the Liquidator, may pursue collection from the insured directly on the same basis as the Liquidator, and with the same rights and remedies, including the right to apply collateral to the extent necessary to satisfy the deductible obligation. To facilitate such collection, the Liquidator will assign the collateral to the extent of the unpaid deductible obligation. The Guaranty Fund will report any amounts so collected from each insured to the Liquidator. To the extent that a Guaranty Fund has paid a claim within the deductible amount, but is not reimbursed by either the Liquidator under this Agreement or by insured payments from the Guaranty Fund's own collection efforts, the Guaranty Fund shall have a Class II claim in Home's estate for such unreimbursed claim payments.

6. **Adjustment of Collateral.** Consistent with the terms of any Deductible Agreements, the Liquidator shall periodically adjust the Collateral being held while the claims subject to the Deductible Agreements are determined. Pursuant to the terms of the Deductible Agreements, once all claims covered by the Collateral have been paid and the Liquidator is satisfied that no new claims can be presented against the insured or the Guaranty Funds, the Liquidator will release any remaining Collateral to the insured.

7. **Recoupment Provisions.** Nothing in this Agreement is intended to limit or adversely affect any right any Guaranty Fund may have under any Guaranty Fund Statute, including but not limited to any net worth provision, to obtain reimbursement from others including certain classes of insureds for claims payments made by such Guaranty Fund under

Home policies or for related expenses the Guaranty Fund incurs. Where the Guaranty Fund is reimbursed pursuant to such provisions, it shall not also be reimbursed under this Agreement. The Liquidator and the Guaranty Funds will coordinate efforts with respect to the Guaranty Funds' collection of amounts from insureds under net worth provisions, including reporting by Guaranty Funds of net worth recoveries.

8. **Integration.** This Agreement sets forth the entire agreement between the Parties with respect to Deductible Agreements, and may be amended only by a written instrument signed by the Parties hereto unless an amendment only affects one or more Guaranty Funds, in which case only the Liquidator and the affected Guaranty Fund(s) need sign. This Agreement supersedes any and all oral or written statements or agreements between the Parties with respect to the Deductible Agreements.

9. **Choice of Law and Venue.** This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of New Hampshire, without giving effect to principles of conflict of law. The Parties agree that the exclusive venue and jurisdiction to resolve any disputes between them arising from or relating to this Agreement shall be the Merrimack County Superior Court, New Hampshire. Any lawsuit brought by any of the Parties against any insured or others to collect amounts due under a Deductible Agreement or to enforce Collateral rights may be brought in any jurisdiction. Nothing in this Agreement shall be construed as limiting the ability of any Guaranty Fund to assert (or any other person to oppose) rights or obligations pursuant to applicable state statutes.

10. **Counterparts and Due Authority.** This Agreement may be executed in counterparts and delivered by facsimiles, each of which shall be deemed an original and all of

which together shall constitute one and the same instrument. The undersigned are authorized to sign this Agreement on behalf of the party(ies) he or she represents.

11. **Liquidation Court Approval.** The Liquidator shall move for approval of this Agreement by the Merrimack County Superior Court. This Agreement shall only become effective upon approval of the Merrimack County Superior Court and shall apply to all covered claims paid by the Guaranty Funds from and after the date of the Liquidation Order.

12. **Notice.** All notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be sent by facsimile to the persons specified below. A copy of any such notice shall also be personally delivered or sent by (a) U.S. Express Mail, Federal Express, or other similar overnight bonded mail delivery services, to the address set out below, or to such address as may be notified in writing from time-to-time by the party in question to the other parties.

If to the Liquidator:

Commissioner of Insurance, solely as Liquidator of The Home Insurance Company  
New Hampshire Insurance Department  
56 Old Suncook Road  
Concord, New Hampshire 03301-5151  
FAX: (603) 271-7851

And to:

Peter A. Bengelsdorf, Special Deputy Liquidator  
The Home Insurance Company  
61 Broadway, 6th Floor  
New York, New York 10006  
FAX: (212) 530-6143

J. Christopher Marshall, Esq.  
Civil Bureau  
State of New Hampshire, Office of the Attorney General  
33 Capitol Street  
Concord, New Hampshire 03301  
FAX: (603)271-2110

With a copy to:

Rackemann, Sawyer & Brewster  
160 Federal Street,  
Boston, Massachusetts 02110  
FAX: (617) 542-7437  
Attention: J. David Leslie, Esq.

If to a Signatory Association:

{Identified in the attached Counterpart Signature Page}

IN WITNESS WHEREOF, the parties have caused their respective representatives,  
thereunto duly authorized, to execute this Agreement as of the date first above written.

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

By Peter A. Benoit

[separate signature pages for Guaranty Funds follow]



[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Alabama

Address and contact for notice purposes: 2035 Canyon Rd  
Suite 200  
Birmingham, AL 35216

Fax: \_\_\_\_\_

By: Betty Davis  
Name: \_\_\_\_\_  
Title: Executive Director  
2/17/11

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Alaska Insurance Guaranty Fund


Address and contact for notice purposes:

Susan R. Daniels  
AIGA Administrator  
1401 Rudakof Circle  
Anchorage, AK 995  
907-338-7484  
Fax: 907-338-6364

By:

Name:

Title:

  
Susan R. Daniels  
AIGA Administrator

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Arizona Property and Casualty  
Name of Guaranty Fund: Insurance Guaranty Fund  
Address and contact for notice purposes: Michael E. Surguine, Executive Director  
Arizona Property and Casualty  
Insurance Guaranty Fund  
1110 W. Washington St., Suite 1100  
Phoenix, AZ 85007  
602-354-3866  
Fax: 602-364-3872

By: Michael E. Surguine  
Name: Michael E. Surguine  
Title: Executive Director

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: ARKANSAS PROPERTY & CASUALTY GUARANTY  
FUND

Address and contact for notice purposes:

STEVE A. MURYNOWYCZ  
1023 WEST CAPITOL, Suite 2  
LITTLE ROCK AR 72201  
501-371-2776  
Fax: 501-371-2774

By: Steve A. Murynowycz  
Name: STEVE A. MURYNOWYCZ  
Title: ADMINISTRATOR

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: CALIFORNIA INSURANCE GUARANTEE ASSOCIATION

Address and contact for notice purposes:

EXECUTIVE DIRECTOR

P.O. BOX 29066

GLENDALE, CA 91209

EMAIL: WILSONW@CAIGA.ORG

Fax: (323) 982-1489

By:

Wayne D Wilson

Name:

WAYNE D WILSON

Title:

EXECUTIVE DIRECTOR

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: COLORADO INSURANCE GUARANTY ASSOCIATION

Address and contact for notice purposes: 1720 SOUTH BELLAIRE STREET  
SUITE 408  
DENVER, CO 80222-4320  
ATTN: DAVE EDWARDS  
Fax: 303-759-5312

By: Dave Edwards  
Name: DAVE EDWARDS  
Title: PRESIDENT - WGFS

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Connecticut Insurance Guaranty Association

Address and contact for notice purposes:

One Bowdoin Square

Floor 2

Boston, MA 02114

Fax: (617) 227-8903

By:

Name: Paul M. Gulko


Title: Executive Secretary

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: District of Columbia  
Insurance Guaranty Association

Address and contact for notice purposes: One Bowdoin Square  
Floor 2  
Boston, MA 02114

Fax: (617) 227-8903

By:   
Name: Paul M. Gulko  
Title: Manager



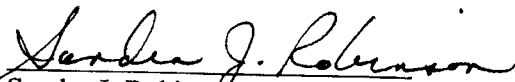
[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund:

**FLORIDA WORKERS' COMPENSATION INSURANCE GUARANTY ASSOCIATION**

Address and contact for notice purposes: FWCIGA  
P.O. Box 15159  
Tallahassee, FL 32317

Fax: (850) 386- 1313  
Attn: Sandra J. Robinson, Exec. Director

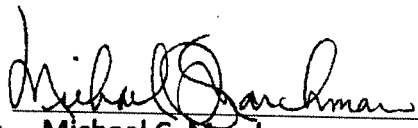
By:   
Name: Sandra J. Robinson  
Title: Executive Director

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Georgia Insurers Insolvency Pool

Address and contact for notice purposes: 2177 Flintstone Drive  
Suite R  
Tucker, GA 30084

Fax: 770.938.3296

By:   
Name: Michael C. Marchman  
Title: Executive Director

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: IDAHO INSURANCE GUARANTY ASSOCIATION

Address and contact for notice purposes: 1720 SOUTH BELLAIRE STREET  
SUITE 408  
DENVER, CO 80222-4320  
ATTN: DAVE EDWARDS  
Fax: 303-759-5312

By: Dave Edwards  
Name: DAVE EDWARDS  
Title: PRESIDENT - WGFS

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Illinois Insurance Guaranty Fund

Address and contact for notice purposes:

Anne A. Sharp, Executive Director  
Illinois Insurance Guaranty Fund  
120 South LaSalle Street, Suite 1910  
Chicago, IL 60603-3566  
FAX: (312) 422-9750

With a copy to:

Thomas W. Jenkins, Esq.  
Locke Lord Bissell & Liddell  
111 South Wacker Drive  
Chicago, IL 60606-4410  
FAX: (312) 443-0336

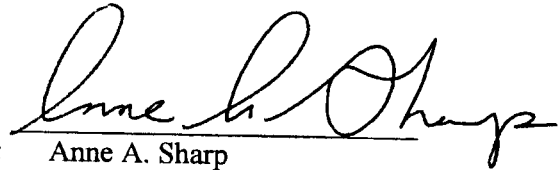
By:

Name:

Title:

Anne A. Sharp

Executive Director

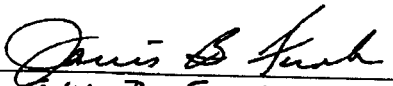


[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: INDIANA INSURANCE GUARANTY ASSOCIATION

Address and contact for notice purposes: JANIS B. FUNK, Executive Director  
IEBA  
8777 Purdue Road, Suite 360  
Indianapolis, IN 46268

Fax: 317-264-2395

By:   
Name: JANIS B. FUNK  
Title: EXECUTIVE DIRECTOR

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Iowa Insurance Guaranty Association

Address and contact for notice purposes: 7571 Douglas Avenue, Suite 18  
Urbandale, Iowa 50322  
Attn: Gail Walker  
Phone: (515) 223-8344  
Fax: (515) 226-0517

By: 

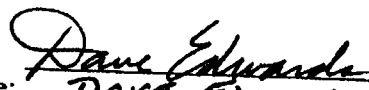
Name: Steven M. Augspurger

Title: General Counsel

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: KANSAS INSURANCE GUARANTY ASSOCIATION

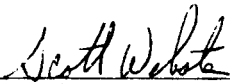
Address and contact for notice purposes: 1720 SOUTH BELLARE STREET  
SUITE 408  
DENVER, CO 80222-4320  
ATTN: DAVE EDWARDS  
Fax: 303-759-5312

By:   
Name: DAVE EDWARDS  
Title: PRESIDENT - WGFS

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: KENTUCKY INSURANCE GUARANTY ASSOCIATION

Address and contact for notice purposes: 10605 Shelbyville Road  
Suite 101  
Louisville, Ky. 40223  
Scott Webster  
(502) 327-  
0819  
Fax: (502) 327-0819

By:   
Name: Scott Webster  
Title: Executive Director KIGA

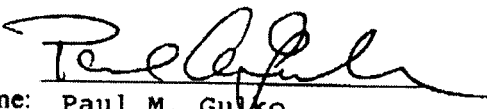


[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Maine Insurance Guaranty Association

Address and contact for notice purposes: One Bowdoin Square  
Floor 2  
Boston, MA 02114

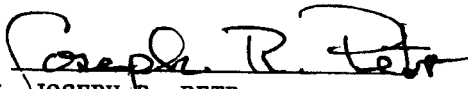
Fax: (617)227-8903

By:   
Name: Paul M. Gulko  
Title: Executive Secretary

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: PROPERTY & CASUALTY INSURANCE GUARANTY CORP. (MD)

Address and contact for notice purposes: JOSEPH R. PETR, PRESIDENT  
305 WASHINGTON AVE., SUITE 600  
TOWSON, MD 21204  
410-296-1620  
Fax: 410-296-1237

By:   
Name: JOSEPH R. PETR  
Title: PRESIDENT

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Massachusetts Insurers Insolvency Fund

Address and contact for notice purposes:


One Bowdoin Square

Floor 2

Boston, MA 02114

Fax: (617) 227-8903

By:



Name: Paul M. Gulko

Title: Manager

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Michigan Property & Casualty Guaranty Association

Address and contact for notice purposes: Thomas R. Kujawa  
MPCGA  
P O Box 531266  
Livonia, MI 48153-1266  
(248) 482 - 0381, ext. 18  
Fax: (248) 482 -0388

By: Thomas R. Kujawa  
Name: Thomas R. Kujawa  
Title: Executive Director

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: MINNESOTA Insurance Guaranty Association

Address and contact for notice purposes: 7600 Parklawn Ave #460  
Edina MN 55425

Fax: 952-831-1973

By: Paul Stoffen  
Name: Paul Stoffen  
Title: Executive Director

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Mississippi Insurance Guaranty Association

Address and contact for notice purposes: 713 South Pear Orchard Rd  
Suite 200  
Ridgeland, MS 39157

Fax: 601-957-0087

By: Arthur Russell  
Name: Arthur Russell  
Title: Executive Director

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: MONTANA INSURANCE GUARANTY ASSOCIATION

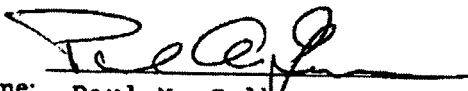
Address and contact for notice purposes: 1720 SOUTH BELLARE STREET  
SUITE 408  
DENVER, CO 80222-4320  
ATTN: DAVE EDWARDS  
Fax: 303-759-5312

By: Dave Edwards  
Name: DAVE EDWARDS  
Title: PRESIDENT - WGFS

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: New Hampshire  
Insurance Guaranty Association

Address and contact for notice purposes: One Bowdoin Square  
Floor 2  
Boston, MA 02114  
Fax: (617)227-8903

By:   
Name: Paul M. Gulko  
Title: Executive Secretary/Clerk




[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: New Jersey Property-Liability Insurance Guaranty Association

Address and contact for notice purposes: 222 Mount Airy Rd  
Basking Ridge, NJ 07920

Fax: 908.382.7150

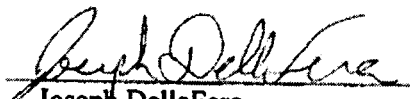
By:   
Name: Joseph DellaFera  
Title: CEO

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: New Jersey Workers' Compensation Security Fund

Address and contact for notice purposes: 222 Mount Airy Rd  
Basking Ridge, NJ 07920

Fax: 908.382.7150

By:   
Name: Joseph DellaFera  
Title: CEO

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: New Mexico

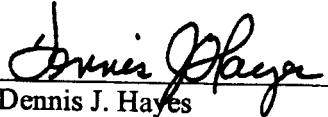
Address and contact for notice purposes: Gary Keenan  
Keenan + Associates  
PO Box 14590  
ABQ NM 87191  
Fax: 505-293-6400

By: [Signature]  
Name: Gary Keenan  
Title: Claims Administrator

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: James J. Wrynn, Superintendent of Insurance of the State of New York as Administrator of New York's Security Funds.

Address and contact for notice purposes: New York Liquidation Bureau  
110 William Street  
New York, New York 10038-3901  
Attn: Ellen Russell, Director of Claims  
Fax: (212) 233-0564

By:   
Dennis J. Hayes  
Special Deputy Superintendent  
and Agent of James J. Wrynn,  
Superintendent of Insurance of the State of  
New York as Administrator of  
New York's Security Funds

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Oklahoma Property & Casualty Insurance Guaranty Association

Address and contact for notice purposes: 2601 Northwest expressway, Suite 330E  
Oklahoma City, Oklahoma 73112

Larry W. Fitch, General Manager

Fax: (405) 843-5369

By:

*Larry W. Fitch*

Name: Larry W. Fitch

Title: General Manager

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: OREGON INSURANCE GUARANTY ASSN.

Address and contact for notice purposes: 10700 SW BEAVERTON HWY #426  
BEAVERTON, OR 97005

Fax: 503-641-7127

By: David C. Johnson  
Name: DAVID C. JOHNSON  
Title: ADMINISTRATOR

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Pennsylvania Property & Casualty

Address and contact for notice purposes:

1617 JFK Blvd  
Suite 1850  
Philz, PA 19103

Fax: 215 568 1007

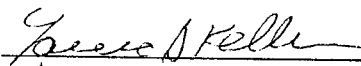
By: Stephen Perrone  
Name: Stephen Perrone  
Title: Executive Director

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: PA Workers' Compensation Security Fund

Address and contact for notice purposes: Laura S. Keller  
701 N. 7th Street, Room 201  
Harrisburg PA 17102  
P 717 783-8093

Fax: 717-785-0140

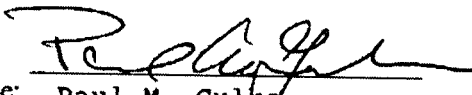
By:  2-7-11  
Name: Laura S. Keller  
Title: Claims Manager



[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Rhode Island Property & Casualty  
Insurance Guaranty Association

Address and contact for notice purposes: One Bowdoin Square  
Floor 2  
Boston, MA 02114  
  
  
Fax: (617)227-8903

By:   
Name: Paul M. Gulko  
Title: Executive Secretary

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: SC PROPERTY & CASUALTY INS GRP ASS

Address and contact for notice purposes: PO BOX 407  
COLUMBIA, SC 29202

803-744-4019

Fax: 803-779-0324

By: [Signature]  
Name: J. SAUL HARRISON  
Title: EXECUTIVE VICE PRES

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: TENNESSEE INSURANCE GUARANTY ASSOC.

Address and contact for notice purposes: 1600 DIVISION ST  
SUITE 680  
NASHVILLE TN 37203

Fax: 615-255-4960

By:

Name:

Title:


WDBR  
WDBR  
EXECUTIVE SECRETARY

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: TEXAS PROPERTY & CASUALTY INSURANCE ASSN.

Address and contact for notice purposes: 9120 BURNET ROAD  
AUSTIN, TX 78758

Fax: 512-795-0448

By:   
Name: STEPHEN S. DURISH  
Title: SPECIAL PROJECTS DIRECTOR

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

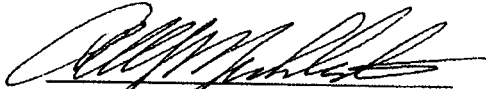
Name of Guaranty Fund: \_\_\_\_\_ Utah Property and Casualty Insurance Guaranty Association

Address and contact for notice purposes: 9065 South 1300 East

P.O. Box 1608

Sandy, Ut 84094

\_\_\_\_\_  
Fax 801-984-1859

By: 


Name: Allen Mubenstein

Title: Executive Director

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Vermont Property & Casualty  
Insurance Guaranty Association

Address and contact for notice purposes: One Bowdoin Square  
Floor 2  
Boston, MA 02114  
Fax: (617) 227-8903


By:   
Name: Paul M. Gulko  
Title: Executive Secretary

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: Virginia Property & Casualty  
Insurance Guaranty Association

Address and contact for notice purposes: One Bowdoin Square  
Floor 2  
Boston, MA 02114

Fax: (617)227-8903

By:   
Name: Paul M. Gulko  
Title: Executive Secretary

[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: WASHINGTON INSURANCE GUARANTY ASSOCIATION

Address and contact for notice purposes: 1720 SOUTH BELLARE STREET  
SUITE 408  
DENVER, CO 80222-4320  
ATTN: DAVE EDWARDS  
Fax: 303-759-5312

By: Dave Edwards  
Name: DAVE EDWARDS  
Title: PRESIDENT - WGFS



[Guaranty Fund Signature Page for Agreement Regarding Home Deductible Policies]

Name of Guaranty Fund: WYOMING INSURANCE GUARANTY ASSOCIATION

Address and contact for notice purposes: 1720 SOUTH BELLARE STREET  
SUITE 408  
DENVER, CO 80222-4320  
ATTN: DAVE EDWARDS  
Fax: 303-759-5312

By: Dave Edwards  
Name: DAVE EDWARDS  
Title: PRESIDENT - WGFS