

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 RESPONSE TO THE
LIQUIDATOR'S MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT WITH MONSANTO COMPANY**

Century Indemnity Company, in its capacity as successor to CIGNA Specialty Insurance Company (formerly known as California Union Insurance Company), and as successor to CCI Insurance Company, as successor to Insurance Company of North America, (collectively, "CIC"), respectfully submits this Response to the Liquidator's Motion for Approval of its settlement agreement with Monsanto Company (the "Claimant").

The Liquidator's Motion asserts that the Claimant was the named insured on policies issued by the Home Insurance Company. Like the Home Insurance Company, CIC also issued policies of insurance to the Claimant. To the extent that CIC has made and/or in the future will make any payments in respect of the policies issued to the Claimant, it is CIC's position that nothing in the Liquidator's Settlement with the Claimant affects, alters or in any way negates any current and/or future contribution or subrogation claim which CIC 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

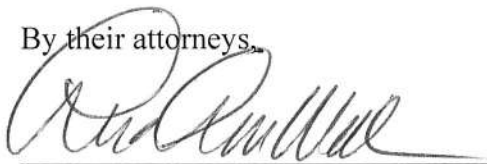
underlying circumstances), and it will remain to be determined on its own merits in the liquidation proceeding.” E.g., Liquidator’s Motion for Approval of Settlement Agreement with Freeport-McMoran at ¶5 n.1. Thus, any CIC claim for contribution in connection with payments made under policies issued to the Claimant will remain to be determined on their own merits in the Liquidation.

CIC reserves all of its rights including any rights against all parties; nothing in this statement shall be deemed an admission by CIC, or a waiver by CIC, of any rights or remedies including, without limitation, claims or defenses.

Respectfully submitted,

CENTURY INDEMNITY COMPANY;
ACE PROPERTY & CASUALTY
INSURANCE COMPANY,

By their attorneys,

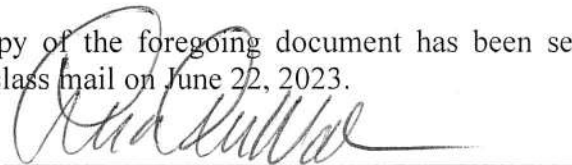


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Dated: June 22, 2023

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 June 22, 2023.



Lisa Snow Wade