

**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 NOKIA OF AMERICA CORPORATION**

Century Indemnity Company, on its own behalf and in its capacity 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 Nokia of America Corporation (formerly known as Lucent Technologies, Inc.), a successor-in-interest to rights under insurance policies issued by The Home Insurance Company to American Telephone and Telegraph Company ("AT&T") (collectively, the "Claimant").

The Liquidator's Motion asserts that the Claimant has rights under policies issued by the Home Insurance Company to AT&T. Like the Home Insurance Company, CIC also issued policies of insurance under which the Claimant may have rights. To the extent that CIC has made and/or in the future will make any payments in respect of such policies, 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).

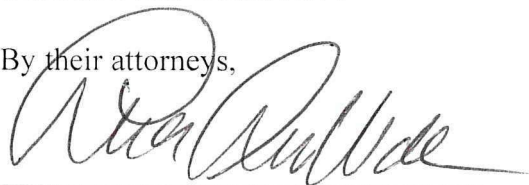
The Liquidator has recognized as much in connection with his motion for the approval of other settlement agreements, by acknowledging that: "Unlike third party claimants' claims, a contribution claim is independent of the insured's claims (although derived from the same underlying circumstances), and 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 under which the Claimant has rights 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,

ACE PROPERTY & CASUALTY  
INSURANCE COMPANY

By their attorneys,

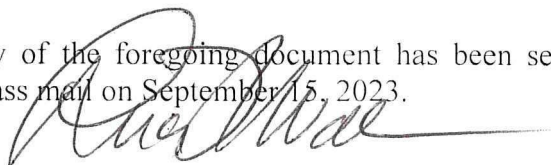


Dated: September 15, 2023

Lisa Snow Wade (Bar no. 5595)  
Orr & Reno, P.A.  
45 S. Main Street, PO Box 3550  
Concord, NH 03302-3550  
(603) 224-2381

**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 September 15, 2023.



Lisa Snow Wade