

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
JOHNSON & JOHNSON, IMERYS AND CYPRUS**

Century Indemnity Company, in its capacity as successor to ACE Property & Casualty Company ("Century"), respectfully submits this Response to the Liquidator's Motion for Approval of Settlement Agreements with J&J, Imerys and Cyprus (collectively "Claimants"). This Response amends the pleading captioned "*Century Indemnity Company's Response to Report of Claims Recommendations as of 9/3/24*" filed by Century on April 7, 2025, which was inadvertently filed in place of this Response in order to identify the Claimants which are the subject of Century's Response.

The Liquidator's Motion indicates that the Home Insurance Company ("Home") issued various policies to Johnson & Johnson between January 1, 1973 and January 1, 1982, to which Imerys Talc Vermont, Inc., and/or Imerys Talc America, Inc. (collectively "Imerys") has asserted rights. Like Home, Century issued one or more policies of insurance to Imerys and has submitted a contribution claim against Home as an offset in the Liquidation. Nothing in the Liquidator's Settlement with Claimants affects, alters or in any way negates Century's contribution claim against the Home estate.

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, Century's claim for contribution in connection with payments made under policies to which Imerys has asserted rights will remain to be determined on its own merits in the Liquidation.

Century requests that the Liquidator retain all claim files pertaining to Claimants and reserves all of its rights including any rights against all parties; nothing in this statement shall be deemed an admission by Century, or a waiver by Century of any rights or remedies including, without limitation, claims or defenses.

Respectfully submitted,

CENTURY INDEMNITY COMPANY,

By its attorneys,

A handwritten signature in dark ink, appearing to read "Lisa Snow Wade", written over a horizontal line.

Lisa Snow Wade (Bar no. 5595)

Orr & Reno

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Dated: April 22, 2025

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 this date.

A handwritten signature in black ink, appearing to read "Lisa Snow Wade", written over a horizontal line.

Lisa Snow Wade

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