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MAR 10 2009

**HARRY L. BOWLES**  
**306 BIG HOLLOW LANE**  
**HOUSTON TX 77042**  
Tel 713-983-6779 fax 713-983-6722

March 5, 2009

Liquidation Clerk	J. David Leslie
The Home Insurance Company in Liquidation	Rackemann, Sawyer & Brewster, P.C.
Office of Disputed Claims	160 Federal Street
P.O. 1720	Boston, MA 02110-1700
Manchester NH 03105-1720	

Mr. Christopher Marshall  
Asst. Attorney General  
33 Capitol Street  
Concord NH 03301-6397

Subject: Disputed Claim 2008-HICIL-41 Request For Evidentiary Hearing

Dear Sirs:

Pursuant to Section 11 of the Claims Procedure Order, Claimant Bowles hereby requests an evidentiary hearing in the subject claim proceeding.

The reason for this request is that the Liquidator's determination of my February 2008 claim apparently gives full faith and credit and approval to a fraudulent scheme against me involving officials the former Home Insurance Company's New York office working in conspiracy with officials of the Texas Property and Casualty Insurance Guaranty Association in Austin, Texas

As you know, my claim is based on information in two sworn affidavits, one by Ronald Barta in Home's New York office, and the other by attorney Amber Walker of the Texas Property and Casualty Insurance Guaranty Association in Austin, Texas. **I never said and never believed that I have a valid claim against an insurance contract issued by The Home**

**Insurance Company.** Amber Walker first stated under oath that I did, and that testimony was reiterated by Ronald Barta in his affidavit. The insurance policy Walker and Barta claim was applicable (LPL-F871578) was cancelled without extension on February 6, 1994 as confirmed by the attached letter (**EXHIBIT A**) from the insurance agency that issued the policy.

So the questions are: How and why did HICIL and TPCIGA get involved in my lawsuit against George M. Bishop, et al in Texas? Did the Liquidator know that TPCIGA employed a defense attorney to defend Policy No. LPL-F871578 in Texas in 2005 in violation of the Order of Liquidation? Did the Liquidator obtain the Superior Court's approval to intervene in the case in Texas to defend the policy? Why did the Liquidator's determination of my claim include *res judicata* if the Liquidator was not a party to the action in Texas? Was the Liquidator a co-conspirator in a fraudulent scheme against Bowles? Why would the Liquidator intrude in a lawsuit in which there was a party that was never covered by a Home policy? Did Home Insurance Company ever recognize the Texas lawsuit as a covered claim when it was filed in 1995? Does the Liquidator have documents to show that George M. Bishop filed a claim with Home Insurance regarding Bowles in December 1993? Etc. Etc.

An evidentiary hearing is required so the Referee will have all the documents needed to show that the Liquidator did not knowingly violate the Order of Liquidation by initiating a defense of the policy after June 13, 2003.

Bowles requests grant of this application for an evidentiary hearing in the subject matter.

Respectfully submitted,



Harry L. Bowles

Copies by fax to: Joanna Lippman Salinas, Fletcher-Farley, Austin, TX @512476-5771  
Daniel Jordan, Law Office of Daniel Jordan, Austin, TX @ 512-482-0515

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February 3, 2009

Mr. Harry L. Bowles  
306 Big Hollow Lane  
Houston, TX 77042

Dear Mr. Bowles,

The purpose of this letter is to respond to your letter of February 2, 2009.

We have reviewed our records and have determined that no notice went from this office to Bishop Peterson & Sharp, P.C., when the Order of Liquidation of The Home Insurance Company was entered in June 2003. Only those insureds in our book of business that at that time had extended reporting period coverage with The Home Insurance Company received a notice, as those were the only policyholders that could still file a claim with The Home Insurance Company in its liquidation. At that time, there were no unexpired policies in our book of business, since any policies in force had either expired or been moved to other carriers.

Due to the nature of a claims-made policy, once a policy lapses or is non-renewed and following expiration of the extended reporting period (if extended reporting period coverage is purchased by the insured), there is no longer any coverage under that policy. In the case of Bishop Peterson & Sharp, P.C., all coverage under The Home Insurance Company policy issued by our office expired and therefore terminated in February 1994.

I hope that this information is of some assistance to you.

Respectfully,

  
Maureen Levy

Corporate Communications and Administration

EX A