

**The State of New Hampshire**

**Merrimack, S.S**

**Superior Court**

**Docket No 03-E-0106**

**In the Matter of Liquidation of  
The Home Insurance Company**

**NATIONWIDE MUTUAL INSURANCE COMPANY'S MOTION TO  
WITHDRAWAL OBJECTION TO NOTICE OF REDETERMINATION**

Nationwide Mutual Insurance Company ("Nationwide") by its attorneys Wiggin and Nourie, P.A. and Cohen and Buckley, LLP, pursuant to RSA 402-41 and the Restated and Revised Order Establishing Procedures Regarding Claims Filed with The Home Insurance Company in Liquidation, dated January 19, 2005, respectfully submits this Motion to Withdraw and states as follows:

1. On November 15, 2006, Nationwide filed an Objection to the Notice of Redetermination of Claim Regarding the M.E. Rutty Pool – proof of claim No. INTL 709590-01.
2. Nationwide herein moves to withdraw its Objection to the Notice of Redetermination, based on the representations contained in the letter from Jonathan Rosen, attached as Exhibit A.

Respectfully submitted,

By DTC  
Doreen F. Connor  
Wiggin & Nourie, P.A.  
20 Market Street  
P.O. Box 808  
Manchester, N.H. 03105  
Telephone (603) 669-2211  
Facsimile (603) 623-8442

Michael Cohen  
Cohen & Buckley, LLP  
1301 York Road, Suite 706  
Baltimore, MD 21093  
Telephone (410) 321-4750  
Facsimile (410) 321-5922

12/20/06

**THE HOME  
INSURANCE  
COMPANY  
In Liquidation**



59 Malden Lane  
New York, NY 10038

Jonathan Rosen  
Chief Operating Officer  
Tel: (212) 530-7336  
Fax: (212) 548-0727  
jonathan.rosen@homeinsco.com

November 27, 2006

**VIA EMAIL**

Michael L. Cohen, Esq.  
Cohen & Buckley, LLP  
1301 York Road  
Baltimore, MD 21903

**Re: Home/Nationwide**

Dear Mike:

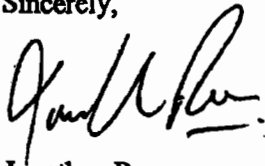
Please allow this communication to respond to the various points contained in your November 22, 2006 letter, which are set forth in the order addressed:

1. I confirm that the partial determinations forming the subject of Nationwide's present objection are not dispositive of Nationwide's entire claim in Home's liquidation.
2. The present partial determination does not impact in any way Nationwide's continuing right to prove its AFIA-related claims where it was the issuing company for the Ruddy Pool. Provided that the New Hampshire Supreme Court affirms the Superior Court's approval of the Liquidator's agreement with AFIA Cedents, the claims that are the subject of Home's partial determinations (after accounting for appropriate offsets) will be included in the computation for distributions to Nationwide from the UK Scheme.
3. The fact that Nationwide may have reduced its stated proof of claim to recognize the \$1.25 million arbitration award in Home's favor is of no consequence in the present partial determination or any subsequent determinations with respect to Nationwide's ultimate claim. Nationwide is not limited by its POC stated amount, which can be amended until that time in the future when contingent and/or unliquidated claims must be proven. Such a date has not yet been set by the Court.
4. I confirm that any partial determination of Home's liability for Nationwide's pool share calculated on the basis of "fronted" claims adjusted in relation to Agrippina and Wurtembergische will be considered as partial determinations of Nationwide's claim, for which court approval will be sought.
5. Pending allowance by the Court, Nationwide may request to verify AISUK's adjustment of Agrippina and Wurtembergische "fronted" claims so long as such a request for verification is received within sixty days of the issuance of a Notice of Determination. In such a case, the Liquidator will direct AISUK to make its books and records available for such verification.

Michael Cohen, Esq.  
November 27, 2006  
Page 2

I trust that the foregoing responses will be deemed satisfactory so as to facilitate withdrawal by Nationwide of its present objection and look forward to your confirmation in that regard at your earliest convenience.

Sincerely,

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Jonathan Rosen

cc: J. David Leslie, Esq.  
Pete Bengelsdorf

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1. On November 15, 2006, Nationwide filed an Objection to the Notice of Redetermination of Claim Regarding the M.E. Ruddy Pool – proof of claim No. INTL 709590-02.
2. Nationwide herein moves to withdraw its Objection to the Notice of Redetermination, based on the representations contained in the letter from Jonathan Rosen, attached as Exhibit A.

Respectfully submitted,

By DFC  
Doreen F. Connor  
Wiggin & Nourie, P.A.  
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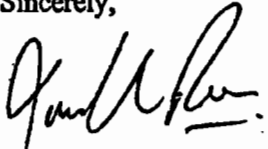
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2. Nationwide herein moves to withdraw its Objection to the Notice of Redetermination, based on the representations contained in the letter from Jonathan Rosen, attached as Exhibit A.

Respectfully submitted,

12/20/06  
By   
Doreen F. Connor  
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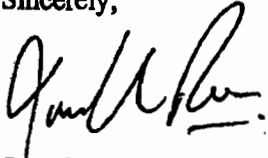
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Jonathan Rosen

cc: J. David Leslie, Esq.  
Pete Bengelsdorf

**Certificate of Service**

I hereby certify that a copy of the foregoing pleading was this day forwarded to the attached service list.

  
\_\_\_\_\_  
Doreen F. Connor

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

In the Matter of Rehabilitation of The Home Insurance Company

03-E-0106

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Chief Claims Officer and Senior Vice President  
Home Insurance Company in Liquidation  
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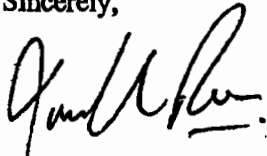
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