

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

BEFORE THE COURT-APPOINTED REFEREE
IN RE THE LIQUIDATION OF THE HOME INSURANCE COMPANY
DISPUTED CLAIMS DOCKET

In Re Liquidator Number: 2005-HICIL-3
Proof of Claim Number: EMPL16712
Claimant Name: James S. Moore

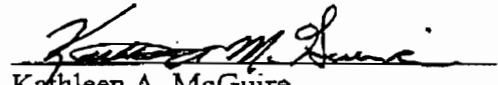
James S. Moore claims a right to reimbursement of \$500.00 for an additional deductible his wife incurred for the remainder of the 2003 year for medical coverage because Home should bear "the responsibility for the results of their unilateral cancellation of coverage in Mid-term." The Liquidator denied the claim because: 1) Home clearly and unequivocally reserved its right to amend, end or otherwise alter its medical benefits; and 2) even if the claim were allowed, it would be designated as a Class V residual classification pursuant to RSA 402-C:44.

Mr. Moore appealed the denial of his claim. Mr. Moore does not dispute the Liquidator's arguments. In fact he states that the Home had "every right to terminate the Medical coverage at any time." Mr. Moore appears to base his claim on a fairness argument that the Home knew or should have known that canceling the policy in mid-term would result in an additional deductible and should be responsible for effects of its actions. However, medical benefits are welfare benefits under the Employee Retirement Income Security Act (ERISA) and such benefits can be terminated at will by the employer (29 U.S.C. §1051(1); ERISA Section 201(1); Curtis-Wright Corporation v. Schoonejongen, 514 U.S. 73, 78 (1994)). Accordingly, the Liquidator's denial of Mr. Moore's claim is AFFIRMED.

SO ORDERED.

Date

2/7/06


Kathleen A. McGuire
Presiding Justice