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other

EX PARTE MOTION OFFICE

APPROVED
FOR THE PAYMENT
OF MOTION FEE
ONLY

At IAS Part 13 of the Supreme Court
of the State of New York; County of
New York, at the Courthouse, 71
Thomas Street, in the County, City
and State of New York, on the 4
day of December 2015.

P R E S E N T:

HON. MANUEL J. MENDEZ, J.S.C.

FILED
DEC 02 2015

NEW YORK
COUNTY CLERK'S OFFICE

Index No.: 400532/2013

In the Matter of

the Ancillary Receivership of

ORDER TO SHOW CAUSE

AMERICAN MOTORISTS INSURANCE COMPANY.

X

Based on the December 2, 2015 affirmation of Melissa Pisapia (the "Pisapia Aff") in support of the application of Shirin Emami, Acting Superintendent of New York State Department of Financial Services in her capacity as ancillary receiver (the "Ancillary Receiver") of American Motorists Insurance Company ("AMICO") and administrator (the "Administrator") of the New York Property/Casualty Insurance Security Fund (the "Security Fund") for an order setting forth the adjudication procedure as more thoroughly detailed in the Pisapia Aff and in the exhibits annexed thereto;

NOW, on motion of the Ancillary Receiver, and after due deliberation having been had thereon,

LET all policyholder, creditors and others interested in the affairs of AMICO or counsel appear and show cause before this Court at IAS Part 13, Room 210, thereof, at the Courthouse located at 71 Thomas Street, New York, New York, on the 20 day of January, 2016

NO FEE

(the "Return Date") at 9:30 o'clock AM, or as soon thereafter as counsel can be heard, why an order should not be made, pursuant to Article 74 of the New York Insurance Law, *inter alia*, (i) approving a procedure for judicial review of the Administrator's rejection of claims under AMICO policies that are presented for payment from the Security Fund in this proceeding; and (ii) granting the Ancillary Receiver such other and further relief as this Court may deem just and proper under the circumstances.

AND, sufficient cause having been alleged therefor, and this Court having found the form and method of notice specified herein to be the best notice practicable, it is hereby

ORDERED, that notice of the Ancillary Receiver's application, shall be substantially in the form attached as Exhibit D to the Pisapia Aff and service of such notice shall be made by: (i) posting on the Internet web page maintained by the New York Liquidation Bureau at <http://www.nylb.org> at least fifteen (15) days before the Return Date; and (ii) publication in *Business Insurance*, or a publication of similar circulation, such publication to appear in two consecutive publications, commencing within the thirty (30) days following entry of this Order to Show Cause; and it is further

ORDERED, that the form and methods of service of notice specified herein are hereby approved and shall constitute due and sufficient notice to all persons and entities entitled to receive such notice; and it is further

ORDERED, that answering papers, either in support of or opposition to the relief sought herein (the "Answering Papers"), shall be served on the Superintendent at the following address:

Acting Superintendent of Financial Services of the State of New York
as Ancillary Receiver of American Motorists Insurance Company
110 William Street, 15th Floor
New York, New York 10038
Attention: General Counsel

at least seven (7) days before the Return Date, and that any Answering Papers, together with an affidavit of service, shall be filed with the Court on or before the Return Date.

ENTER:



J.S.C.

MANUEL J. MENDEZ
J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----x **Index No.: 400532/2013**

In the Matter of

the Ancillary Receivership of

AMERICAN MOTORISTS INSURANCE
COMPANY.

**AFFIRMATION
IN SUPPORT OF THE
SUPERINTENDENT'S
APPLICATION TO APPROVE
ADJUDICATION PROCEDURE**

-----x

Melissa A. Pisapia, an attorney at law, duly admitted to practice before the Courts
of the State of New York, hereby affirms the following to be true under penalties of perjury:

1. I am an attorney with the New York Liquidation Bureau (the "NYLB"), the organization that carries out the duties of Shirin Emami, Acting Superintendent of Financial Services of the State of New York in her capacity as ancillary receiver (the "Ancillary Receiver") of American Motorists Insurance Company ("AMICO") and administrator (the "Administrator") of the New York Property/Casualty Insurance Security Fund (the "Security Fund"); and submit this affirmation upon information and belief, the sources of which are the AMICO files maintained by the NYLB and conversations I have had with the employees of the Ancillary Receiver, in support of the Ancillary Receiver's application to approve a procedure for judicial review of the Administrator's rejection of claims under AMICO policies that are presented for payment from the Security Fund in this proceeding (the "Procedure").

2. By order, entered June 19, 2013, this Court, among other things, placed AMICO into ancillary receivership (the "Ancillary Receivership Order") and appointed the Superintendent as Ancillary Receiver, vesting the Superintendent with all powers and authority expressed or implied by Article 74 of the New York Insurance Law, Insurance Law §§ 7401 et seq. A copy of the Ancillary Receivership Order is annexed hereto as Exhibit A.

3. By order, entered October 1, 2013 (the “October 2013 Order”) this Court appointed a referee (the “Referee”) to hear and report on any claimants’ objection(s) to the Ancillary Receiver’s determination(s) of their claim(s). A copy of the October 2013 Order is annexed hereto as Exhibit B.

4. AMICO was an authorized insurer within the meaning of the Insurance Law §1102, and because it is insolvent, claims under its insurance policies may be eligible for payment from the Security Fund. The Security Fund is a reserve of money, provided by insurers operating in New York, from which certain claims against insolvent insurers are paid up to the policy limit or the statutory cap of \$1,000,000, whichever is less. *See* N.Y. Ins. L. §7609(a). The purpose of the Security Fund is to ameliorate the impact of an insurer’s insolvency on policyholders by paying claimholders 100% of the claim’s value, up to the Security Fund limit, in comparison to those claimholders who are ineligible for Security Fund coverage and may recover against the insolvent estate only. The insolvent estate normally pays a fraction of a claim’s value to its creditors. The Security Fund bears the burden of the insurer’s insolvency by paying allowed claims at the full agreed upon value, and then seeking reimbursement from the insolvent insurer’s estate. *See* N.Y. Ins. L. §7609(a). The Security Fund may then recover the same proportional distribution of estate assets – usually a fraction of what it pays out – as all policyholder claimants. New York Insurance Law Article 76, Ins. Law §§ 7601 et. seq., provides that all claims in respect of AMICO policies against the Security Fund must be “allowed” by either the Superintendent (for claims \$25,000 or less) or this Court (for claims that exceed \$25,000) in order to be paid. *See* N.Y. Ins. L. §7602(g) (“‘Allowed claim’ means a claim that has been allowed by the superintendent in a proceeding under article seventy-four of this

chapter or, if such claim exceeds twenty-five thousand dollars, has been allowed by the court in a proceeding under article seventy-four of this chapter . . .”).

5. All claims under AMICO policies eligible for payment from a Security Fund are adjudicated by the Administrator. In the event that a claim is eligible for payment from the Security Fund and the Administrator’s staff and the claimant agree on the amount of the payment, such payment will be made upon the Superintendent’s allowance or this Court’s approval if such payment exceeds \$25,000. *See* N.Y. Ins. L. §7602(g). In the event that there is a disagreement regarding a claim’s eligibility for payment or if the claimant and Administrator’s staff do not agree on the value of the claim, the Procedure offers a method for resolution of the dispute.

6. The legislative scheme for handling insolvent insurance companies makes the liquidation proceeding or, in this case, the ancillary receivership proceeding, the exclusive forum for the adjudication of the claims against an insurer’s estate. *See, Reinsurance Co. of N. Am., Inc. v. Super. of Ins.*, 183 A.D.2d 626, 626, 584 N.Y.S.2d 18, 19 (1st Dep’t 1992) (citing *Matter of Knickerbocker Agency [Holz]*, 4 N.Y.2d 245, 173 N.Y.S.2d 602 (1958)) (“The New York State policy is to resolve all claims against an insolvent insurer in a single liquidation proceeding . . .”). Where, as here, there is a pending Ancillary Proceeding that complements the Domestic Liquidation then New York-related matters may be determined in the New York Ancillary Proceeding. A method to provide a hearing of disputes within the ancillary receivership proceeding is necessary as such disputes are permanently stayed from litigation by the Ancillary Receivership Order.

7. The Procedure permits the Administrator to expeditiously handle and pay claims of policyholders as the Administrator has done thousands of times in other ancillary receivership proceedings. It also provides due process in connection with claim handling disputes as well as judicial review. In general, if the Administrator's staff denies a claim or an impasse is reached on the value of the claim, the claimant will receive one of the letters in substantially the form attached as Exhibit "C" hereto ("Denial Letter" or "Final Determination Letter," respectively), indicating the reason for the denial or the final amount proposed to be paid from the appropriate Security Fund. The claimant will be further advised of his/her or its right to be heard, first, by the court-appointed Referee, then have this Court review any report issued by the Referee. Specifically, the Procedure provides:

- A. The Procedure shall apply only to the actions set forth herein. Disputes subject to the Procedure and eligible for a hearing before a Referee shall be only those arising out of and after the service by the Administrator on an individual or entity of a Denial Letter and/or a Final Determination Letter.
- B. References herein to "claimant" shall include only those individuals or entities with the legal standing to pursue a claim under Article 76 in respect of an insurance policy issued by AMICO. Nothing contained herein shall or shall be deemed to confer standing upon any individual or entity or expand any right of an individual or entity under applicable law or any provision of an insurance policy or contract.
- C. Denial Letter.
 - i. The Administrator shall serve a Denial Letter on each claimant whose claim is denied in all respects for any reason. Service of the Denial Letter will be made by first-class, certified mail, return receipt requested, or such other form of communication as may have been agreed to by the Administrator and the claimant, in writing, to the claimant's last known address, and if a representative, such as an attorney or broker, submits a claim on a claimant's behalf, to the address of such representative. The Denial Letter may also be copied to such individuals or entities as may be required by law or as may be deemed advisable in the reasonable opinion of the Administrator.

- ii. The Denial Letter shall advise each claimant of the following:
 - a. No further action by the claimant is required if the claimant accepts the Administrator's grounds for denial as set forth in the Denial Letter;
 - b. The claimant has the right to object to the Denial Letter, and can do so by serving a written objection on the Administrator within sixty (60) days after the date of mailing the Denial Letter, as expressly set forth in the Denial Letter;
 - c. If the claimant makes a timely written objection, the Administrator will contact the claimant and the court-appointed Referee to initiate a pre-hearing conference;
 - d. The court-appointed Referee will hear and report on the validity of the claimant's unresolved objections; and
 - e. Either the claimant or the Administrator may petition the Court supervising the AMICO ancillary receivership proceeding (the "Supervising Court"), on notice, for an order confirming the Referee's report.

D. Final Determination Letter.

- i. The Administrator shall serve a Final Determination Letter on each claimant with a claim in respect of which the Administrator and claimant have, in the reasonable opinion of the Administrator, reached an impasse as to the value of such claim. Service of the Final Determination Letter will be made by first-class, certified mail, return receipt requested, or such other form of communication as may have been agreed to by the Administrator and the claimant, in writing, to the claimant's last known address, and if a representative, such as an attorney or broker, submits a claim on a claimant's behalf, to the address of such representative. The Final Determination Letter may also be copied to such individuals or entities as may be required by law or as may be deemed advisable in the reasonable opinion of the Administrator.
- ii. The Final Determination Letter advises each claimant of the following:
 - a. If the claimant accepts the Administrator's valuation of the claim as set forth in the Final Determination Letter the claimant may execute the enclosed settlement documents, including a release of further rights pertaining to the adjudicated claim, and return such documents to the Administrator;

- b. If the claimant accepts the Administrator's valuation of the claim as set forth in the Final Determination Letter and returns the settlement documents, application will be made to this Court or to the Superintendent, depending upon the agreed amount, to allow the claim in the amount specified in the Final Determination Letter and, upon such allowance, payment will be made as soon as reasonably practical;
 - c. The claimant has the right to object to the Final Determination Letter, and can do so by serving a written objection on the Administrator within sixty (60) days after the date of mailing the Final Determination Letter, as expressly set forth in the Final Determination Letter;
 - d. If the claimant makes a timely written objection, the Administrator will contact the claimant and the court-appointed Referee to initiate a pre-hearing conference;
 - e. The court-appointed Referee will hear and report on the validity of the claimant's unresolved objections;
 - f. Either the claimant or the Administrator may petition the Supervising Court, on notice, for an order confirming the Referee's report;
 - g. If the claimant fails to object and fails to provide fully executed settlement documents within ninety (90) days from the date of mailing of the Final Determination Letter, the Administrator may deem the claim abandoned and may seek an order of this Court that the claim is discharged.
- E. In the event that the claimant requests a hearing, the Administrator's staff will contact the claimant in writing at the address set forth on the Denial Letter or Final Determination Letter (or such other address as the claimant has provided to the Administrator in writing for the purpose of providing communications), as applicable, to schedule a pre-hearing conference. If the claimant fails to request an adjournment of the pre-hearing conference in writing at least five (5) business days prior to the pre-hearing conference and the claimant fails to attend such conference, the claimant's objection is forfeited and the Denial Letter or Final Determination Letter is deemed accepted.
- F. In the event that the claimant fails to object to a Denial Letter or Final Determination Letter within the sixty (60) day period, the claim shall either be denied or the Superintendent shall allow the claim in the amount stated in the Final Determination Letter or seek this Court's allowance of the claim in the amount stated in the Final Determination Letter if that amount is in excess of \$25,000, pursuant to Insurance Law Section 7602(g), as applicable.

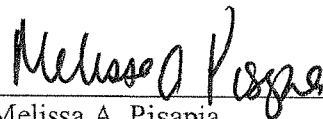
G. If a claimant fails to take the steps necessary to have its objection heard, the court-appointed Referee may issue a denial of the objection.

8. The Ancillary Receiver also requests that this Court issue the accompanying Order to Show Cause approving: (i) a return date (the "Return Date") for a hearing (the "Hearing") on the Ancillary Receiver's application to be held before this Court at least forty-five (45) days after the date of issuance of the Order to Show Cause; (ii) the form of notice to be given to AMICO policyholders, creditors and others interested in the affairs of AMICO regarding the Ancillary Receiver's application and the Hearing (the "Notice"), a copy of which is attached hereto as Exhibit D; and (iii) the method of service of the Notice, *i.e.*, by: (a) posting on the Internet web page maintained by the NYLB at <http://www.nylb.org> at least fifteen (15) days before the Return Date and (b) publication in Business Insurance, or a publication of similar circulation, such publication to appear in two consecutive publications, commencing within the thirty (30) days following entry of the Order to Show Cause.

9. There has been no previous application for the relief requested herein.

WHEREFORE, it is respectfully requested that this Court enter an order: (i) approving the Procedure; and (ii) granting the Ancillary Receiver such other and further relief as this Court may deem just and proper under the circumstances.

Dated: New York, New York
December 2, 2015



Melissa A. Pisapia

L 20010

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

PRESENT: MAUDEZ
Justice

PART 13

American Motors Inc.,
Co.

INDEX NO. PO0532/13
MOTION DATE 5-22-13
MOTION SEQ. NO. 001
MOTION CAL. NO. _____

The following papers, numbered 1 to 2 were read on this motion to/for Appointment of Receiver

	PAPERS NUMBERED
Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...	_____
Answering Affidavits — Exhibits _____	_____
Replying Affidavits _____	_____

Cross-Motion: Yes No

Upon the foregoing papers, it is ordered that this motion is granted without
Opposition AS per Annexed
Order

FILED
MAY 30 2013
NEW YORK
COUNTY CLERK'S OFFICE

Dated: 5/24/13

RON. MANUEL J. MENA
SEC

Check one: FINAL DISPOSITION NON-FINAL DISPOSITION
Check if appropriate: DO NOT POST REFERENCE

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE FOR THE FOLLOWING REASON(S):

At IAS Part 13, of the Supreme Court of the State of New York, County of New York, at the courthouse, 71 Thomas Street, in the County, City and State of New York, on the 24th day of MAY, 2013.

P R E S E N T :

HON. MANUEL J. MENDEZ, J.S.C.

-----X
In the Matter of

Index No.: 400532/13

the Application of

Benjamin M. Lawsky, Superintendent of Financial Services of the State of New York, for an order of Appointment as Ancillary Receiver of

AMERICAN MOTORISTS INSURANCE COMPANY.
-----X

ORDER

FILED

MAY 30 2013

Benjamin M Lawsky, Superintendent of Financial Services of the State of New York ("Superintendent"), having moved this Court by order to show cause ("Order to Show Cause") for an order appointing the Superintendent and his successors in office ancillary receiver ("Ancillary Receiver") of American Motorists Insurance Company ("AMICO") and directing the Ancillary Receiver to take possession of the property and recover such other assets of AMICO that are located in the State of New York, and upon reading and filing the petition of the Superintendent, duly verified the 21st day of March, 2013, the Affidavit of Jean Marie Cho, sworn to on March 20, 2013, and the exhibits annexed thereto, this Court finds that:

1. AMICO is a property and casualty mutual insurance company organized under the laws of the State of Illinois, with its principal office located at One Corporate Drive, Suite 200, Long Grove, Illinois 60049;

2. AMICO's principal New York office was located at 30 Rockefeller Plaza, New York, New York 10112;

3. AMICO was authorized in the State of New York to transact the following kinds of insurance specified in New York Insurance Law ("Insurance Law") Section 1113(a): 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 19, 20, 21, 28, and 29, and it is authorized by Insurance Law Section 4102(c) to reinsure risks of every kind or description;

4. On August 16, 2012, an Agreed Order of Rehabilitation was entered against AMICO with the consent of its Board of Directors by the Circuit Court of Cook County, Illinois, County Department, Chancery Division ("Illinois Court") appointing the Director of Insurance of the State of Illinois as Rehabilitator of AMICO ("Domiciliary Receiver");

5. On May 10, 2013, the Illinois Court entered an order placing AMICO into liquidation and appointing the Director of Insurance of the State of Illinois as liquidator of AMICO;

6. AMICO is subject to the Insurance Law and, in particular, to Article 74 thereof;

7. Illinois is a reciprocal state within the meaning of Insurance Law Section 7408(b)(6);

8. The Domiciliary Receiver requested the appointment of the Superintendent as Ancillary Receiver of AMICO; and

9. It is in the best interests of all policyholders, claimants, creditors and other interested persons located in the State of New York that the Superintendent be appointed Ancillary Receiver of AMICO.

NOW, on the motion of the Honorable Eric T. Schneiderman, Attorney General of the State of New York, it is hereby

ORDERED as follows:

1. The relief requested in the petition for an order of ancillary receivership ("Order") is granted;

2. The Superintendent and his successors in office are appointed Ancillary Receiver of AMICO and are: (i) authorized and directed to immediately take possession of AMICO's property and recover such other assets of AMICO that are located in the State of New York; (ii) vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in this Order; and (iii) authorized to pay such claims against AMICO, or its policyholders, that are covered by the New York security funds;
3. The Ancillary Receiver may deal with the property and business of AMICO in its name or in the name of the Ancillary Receiver;
4. The officers, directors, shareholders, trustees, depositories, policyholders, agents, servants, attorneys, managers and employees of AMICO and all other persons are permanently enjoined and restrained from: (i) transacting AMICO's business, except as authorized by the Ancillary Receiver; (ii) wasting or disposing of the property or assets of AMICO that are located in the State of New York; (iii) interfering with the Ancillary Receiver in the possession, control or management of AMICO's property or in the discharge of his duties;
5. All persons are permanently enjoined and restrained from commencing or prosecuting any actions, lawsuits or proceedings against AMICO, and all persons are permanently enjoined and restrained from commencing or prosecuting any actions, lawsuits or proceedings against the Superintendent as Ancillary Receiver or the New York Liquidation Bureau, its employees, attorneys or agents, with respect to this proceeding or in the discharge of their duties under Insurance Law Article 74;
6. All persons are permanently enjoined and restrained from obtaining preferences, judgments, attachments or other liens, or making any levy against AMICO's property located in the State of New York or any part thereof;
7. All parties to actions, lawsuits and special or other proceedings in which AMICO, its policyholders or insureds, are obligated to defend a party or to provide a defense of any matter against an insured pursuant to an insurance policy, bond, contract or otherwise, are enjoined and restrained from proceeding with any discovery, court proceedings or other litigation tasks or procedures, including, but not limited to, conferences, trials, applications for judgment or proceedings on settlement or judgment, for a period of 180 days from the date of entry of this Order;
8. All persons or entities having property located in the State of New York and/or information belonging or relating to AMICO, including, but not limited to, insurance policies, underwriting data, claims files (electronic or paper) and/or software programs owned by, belonging to or relating to AMICO shall preserve such property and/or information, and immediately, upon the Ancillary Receiver's

request and direction, assign, transfer, turn over and deliver such property and/or information to the Ancillary Receiver;

9. Any bar date for the submission of claims that is established in the domiciliary liquidation proceeding shall also be effective in the ancillary receivership proceeding upon notice as this Court shall, at the time of establishment of the bar date, determine to be proper and sufficient;
10. Immunity is extended to the Superintendent in his capacity as Ancillary Receiver of AMICO, and his successors in office and their agents and employees, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of this Court, or in the performance of their duties pursuant to Insurance Law Article 74;
11. The Ancillary Receiver shall serve a copy of this Order on Andrew Boron, Director of Insurance of the State of Illinois as Special Deputy Receiver of AMICO, 222 Merchandise Mart Plaza, Suite 960, Chicago, Illinois, 60654, by certified mail;
12. The Ancillary Receiver shall provide notice of this Order to all creditors, claimants and interested persons located in the State of New York by: (i) publication of the notice of this Order in *Business Insurance*, or a publication of similar circulation, once a week for two consecutive publications, commencing within four weeks of entry of this Order in a form substantially similar to the one attached hereto; and (ii) posting this Order on the Internet web page maintained by the Bureau at <http://www.nylb.org> within 15 days after the entry of this Order;
13. Such notice shall inform all creditors, claimants and other interested persons that this Order has been entered;
14. The notice prescribed in decretal paragraphs 11 and 12 hereof is sufficient notice to all persons interested in AMICO;
15. AMICO's license to do business in the State of New York is hereby revoked;
16. This court shall retain jurisdiction over this matter for all purposes;

17. The caption for this proceeding is hereby amended as follows:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
In the matter of

The Ancillary Receivership of

AMERICAN MOTORISTS INSURANCE COMPANY.
-----X

18. All further papers in this proceeding shall bear the above amended caption.

ENTER

FILED

MAY 30 2013

J.S.C.

NEW YORK
COUNTY CLERK'S OFFICE

HON. MANUEL J. MENDEZ

EXHIBIT B

At IAS Part 13 of the Supreme Court of the State of New York, County of New York, at the Courthouse, 71 Thomas Street, in the County, City and State of New York, on the 27th day of September 2013.

P R E S E N T:

HON. MANUEL J. MENDEZ, J.S.C.
-----X

In the Matter of

Index No.: 400532/13

the Ancillary Receiver of

**ORDER
APPOINTING REFEREE**

AMERICAN MOTORIST INSURANCE COMPANY
-----X

Based upon the attached affirmation ("Affirmation") of Jack A. Franceschetti, an attorney associated with John Pearson Kelly, Esq. Attorney for Benjamin M. Lawsky, Superintendent of Financial Services of the State of New York, as ancillary receiver ("Ancillary Receiver") of American Motorist Insurance Company ("AMICO"), dated September 16, 2013, for an order appointing a referee ("Referee") to hear and report on the claimant's objections to the Ancillary Receiver's determination of their claims, and it appearing from the Order to Show Cause and Verified Petition that the appointment of the Referee will best serve the interests of AMICO, its creditors and all other interested persons;

NOW, based on the application of the Ancillary Receiver, it is

ORDERED, that any and all disputed claims and objections filed by claimants in the within proceeding which have not been settled or compromised are referred to:

NAME: Thomas L. Tedeschi, Esq.

ADDRESS: 8744 251^{ST.} STREET, BELKROSE, N.Y. 11426

PHONE NO.: (718) 347-7093

FILED

OCT - 1 2013

COUNTY CLERK'S OFFICE
NEW YORK

as Referee to hear and take evidence on the factual issues raised by said objections and report thereon with all convenient speed; and it is further

ORDERED, that the Referee shall be paid a fee based on an hourly rate of \$200 as an administrative expense of the AMICO estate; and it is further

ORDERED, that the Referee appointed to hear and report on objections shall conduct those hearings at the place of business of the Superintendent as Ancillary Receiver, namely 110 William Street, Borough of Manhattan, City, County and State of New York; and it is further

ORDERED, that the Ancillary Receiver will contact the objectants and the Referee to initiate a pre-hearing conference; and it is further

ORDERED, that the Referee shall take evidence and report to the court as to any and all defenses of the Ancillary Receiver against such objections, so that all claims directly against AMICO, in ancillary receivership, may be adjudicated in this proceeding; and it is further

ORDERED, that whenever it shall appear to the Ancillary Receiver that disputed claims against which objections have been filed should be compromised, settled or adjusted, the Ancillary Receiver, on agreement with the claimant, may compromise, settle or adjust said claims without the necessity of any report whatsoever on the part of the Ancillary Receiver or the Referee.

ENTER



J. S. C.

MANUEL J. MENDEZ
J.S.C.

FILED

OCT - 1 2013

COUNTY CLERK'S OFFICE
NEW YORK

Index No. 400532

Year 2013

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

In the Matter of

the Ancillary Receivership of

AMERICAN MOTORIST INSURANCE COMPANY.

ORDER AND AFFIRMATION
REQUESTING APPOINTMENT OF REFEREE

JOHN PEARSON KELLY

Attorney for Superintendent of Financial Services of the State of New York as Ancillary Receiver

Office and Post Office Address, Telephone

New York Liquidation Bureau
110 William Street
New York, NY 10038-3889
(212) 341-6755
Fax (212) 608-3398

FILED

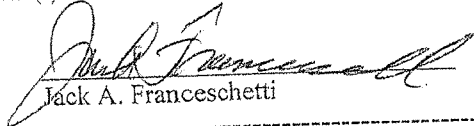
OCT - 1 2013

COUNTY CLERK'S OFFICE
NEW YORK

ATTORNEY CERTIFICATION

The undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information, belief and reasonable inquiry, the contentions in the above referenced document(s) are not frivolous.

Dated: September 16 2013
New York, New York


Jack A. Franceschetti

NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on the day of 2013

NOTICE OF SETTLEMENT

that an order
settlement to the HON.

, on

of which the within is a true copy will be presented for
one of the judges of the within named court, at
2013 at

Dated:

Yours, etc.

JOHN PEARSON KELLY

Attorney for Superintendent of Financial
Services of the State of New York as
Ancillary Receiver

Office and Post Office Address, Telephone

New York Liquidation Bureau
110 William Street
New York, NY 10038-3889
(212) 341-6755
Fax (212) 608-3398

EXHIBIT C



**New York
Liquidation Bureau**

SHIRIN EMAMI
Acting Superintendent as Receiver

[Date]

Certified Mail
Return Receipt Requested

[Insured or Insured's representative]
[Address]

Re: American Motorists Insurance Company in Ancillary Receivership
Claim Number:
Insured:
Claimant:
Date of Loss:

Dear []:

The New York Liquidation Bureau ("NYLB") carries out the duties of the Acting Superintendent of Financial Services of the State of New York ("Superintendent") in her capacity as Ancillary Receiver of American Motorists Insurance Company ("AMICO") and when performing certain aspects of the claims handling functions of the Superintendent as Administrator of the New York Security Funds.

The claimant, [insert name], is alleging [insert brief statement of claim alleged and date of loss].

American Motorists Insurance Company insured [insert insured, insured location, specific vehicle, etc.] under [insert type] policy number [insert policy number] effective from [date] to [date].

The plaintiff's claim is not covered by your AMICO policy because *[state reasons why not covered, specifying policy and/or statutory language, cancellation dates, etc., where necessary.]*

[Choose Option 1 or Option 2 or Option 3]

Option 1.

Based upon the information we have received from [company's] Ancillary Receiver's, we have confirmed that the above-mentioned [type] insurance policy, issued to [insured], was written by [company name] and was not an admitted carrier in the State of New York.

Article 76 of the New York Insurance Law provides that the New York Property/Casualty Insurance Security Fund ("P/C Fund") shall be used in the payment of allowed claims for the insolvency of an authorized insurer. An "authorized" insurer is an insurer licensed to transact insurance business in the State of New York.

Therefore, because the policy was issued by [name], which was not licensed in New York, there is no P/C Fund coverage for the above-captioned claim.

Option 2

In order for there to be coverage from the New York Property/Casualty Security Fund ("P/C Fund"), there must first be valid coverage under a policy. Because there is no policy coverage afforded to this loss, the P/C Fund will not cover the loss.

Therefore, the NYLB, on behalf of the Superintendent, will not defend, indemnify, or make any payments on [insert insured name] behalf regarding the above-captioned claim.

Option 3

[Other basis]

If you wish to make an objection to this denial, please submit the attached Notice of Denial within sixty (60) days of the date of this letter.

If you have any questions regarding this matter or other information for our review, please feel free to contact me 212-xxx-xxxx.

Very truly yours,

[Name]

[Title]

cc: [Insured if not addressee above]
[Legal representative for plaintiff]
[Plaintiff]

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the
ANCILLARY RECEIVERSHIP OF AMERICAN MOTORISTS INSURANCE COMPANY

[[SUIT CAPTION] Index No. (County)]

Policy No.:

Claim No.:

NOTICE OF DENIAL

Shirin Emami, Acting Superintendent of the Department of Financial Services of the State of New York as Administrator of the New York Property/Casualty Insurance Security Fund [New York Public Motor Vehicle Liability Security Fund] ("the Administrator") hereby gives notice that the claim set forth above has been adjudicated and denied for the reason(s) as stated in the accompanying disclaimer letter.

If you accept the Administrator's adjudication, you are not required to take any further action.

If you object to the Administrator's adjudication, you must set forth your objections and supporting reasons in writing and mail them to:

New York Liquidation Bureau
Claims Division
110 William Street, 16th floor
New York, NY 10038-3889
Att: [Claims Examiner]

All documents that support your objection must be provided to the Administrator with your objection. **Objections must be received by the Administrator within sixty (60) days of the date of this notice and accompanying letter.**

If you make timely objection, the Administrator's staff will contact you. If the objection cannot be resolved, the Administrator will make application to the court, on notice to you, for a hearing to be scheduled before a referee to resolve any disputed issues.

If you have any questions regarding this Notice, you may contact [Examiner] at [telephone].

Dated:

Shirin Emami
Acting Superintendent as Administrator

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the
ANCILLARY RECEIVERSHIP OF AMERICAN MOTORISTS INSURANCE COMPANY

[SUIT CAPTION OR NAME OF
CLAIMANT/PROVIDER IF FIRST
PARTY CLAIM]

Index No.

(County)

Policy No.:

Claim No.:

FINAL DETERMINATION LETTER

Shirin Emami, Acting Superintendent of the Department of Financial Services of the State of New York as Administrator of the New York Property/Casualty Insurance Security Fund and New York Public Motor Vehicle Liability Security Fund ("the Administrator") hereby gives notice that the claim set forth above has been adjudicated based upon the information obtained by the New York Liquidation Bureau and valued at the following amount:

\$

If you accept the Administrator's adjudication, please sign and date the enclosed documentation, and return the fully signed documents to the New York Liquidation Bureau at the address below. Promptly upon receipt of fully signed documents, in the form attached, application will be made to the court supervising the American Motorists Insurance Company ancillary receivership proceeding or the Superintendent, as appropriate pursuant to Section 7602(g) of the New York Insurance Law, for allowance. Provided allowance is granted, payment will be made in the amount above as soon as reasonably practical thereafter.

In the event that you do not provide fully signed documents **within ninety (90) days** of the mailing of this letter, the Administrator may deem the claim abandoned and may seek an order of the court supervising the American Motorists Insurance Company ancillary receivership proceeding closing the claim and discharging the New York Property/Casualty Insurance Security Fund or the New York Public Motor Vehicle Liability Security Fund from liability for such claim.

If you object to the Administrator's adjudication, you or your legal representative must set forth your objections in writing together with any and all documents supporting your written objections and mail the written objections and supporting documentation:

New York Liquidation Bureau
Claims Division
110 William Street, 16th floor
New York, NY 10038-3889
Attn.: [Claims Examiner]

Your written objections and documents that support your objection must be provided to the Administrator with your objection. **Objections must be received by the Administrator within sixty (60) days of the date of this notice.**

If you make timely objection, the Administrator's staff will contact you. If the objection cannot be resolved, the Administrator will make application to the court, on notice to you, for a hearing to be scheduled before a referee to resolve any disputed issues.

If you have any questions regarding this Notice, you may contact [Examiner] at [telephone].

Dated:

Shirin Emami
Acting Superintendent as Administrator

**NEW YORK MOTOR VEHICLE NO-FAULT INSURANCE LAW
DENIAL OF CLAIM FORM**

TO INSURER: Complete this form, including item 33. Send two copies to applicant. Upon the request of the injured person, the insurer should send to the injured person a copy of all prescribed claim forms and documents submitted by or on behalf of the injured person.

NAME, ADDRESS AND NAIC NUMBER OF INSURER OR NAME AND ADDRESS OF SELF-INSURER	
--	--

A. POLICYHOLDER	B. POLICY NUMBER	C. DATE OF ACCIDENT	D. INJURED PERSON
E. CLAIM NUMBER	F. APPLICANT FOR BENEFITS (Name and address)		G. AS ASSIGNEE YES <input type="checkbox"/> NO <input type="checkbox"/>

TO APPLICANT: SEE REVERSE SIDE IF YOU WISH TO CONTEST THIS DENIAL

YOU ARE ADVISED THAT FOR REASONS NOTED BELOW:

1. Your entire claim is denied as follows:

2. A portion of your claim is denied as follows:

<input type="checkbox"/> A. Loss of Earnings	\$ _____	<input type="checkbox"/> D. Interest	\$ _____
<input type="checkbox"/> B. Health Service Benefits	\$ _____	<input type="checkbox"/> E. Attorney's Fee	\$ _____
<input type="checkbox"/> C. Other Necessary Expenses	\$ _____	<input type="checkbox"/> F. Death Benefit	\$ _____

REASON(S) FOR DENIAL OF CLAIM (Check reasons and explain below in item 33)

POLICY ISSUES

- | | |
|---|--|
| <p><input type="checkbox"/> 3. Policy not in force on date of accident</p> <p><input type="checkbox"/> 4. Injured person excluded under policy conditions or exclusion</p> <p><input type="checkbox"/> 5. Policy conditions violated:</p> <p style="margin-left: 20px;"><input type="checkbox"/> a. No reasonable justification given for late notice of claim</p> <p style="margin-left: 20px;"><input type="checkbox"/> b. Reasonable justification not established--You may qualify for special expedited arbitration-- See page 2 of this form for instructions.</p> | <p><input type="checkbox"/> 6. Injured person not an "Eligible Injured Person"</p> <p><input type="checkbox"/> 7. Injuries did not arise out of use or operation of a motor vehicle</p> <p><input type="checkbox"/> 8. Claim not within the scope of your election under Optional Basic Economic Loss coverage</p> |
|---|--|

LOSS OF EARNINGS BENEFITS DENIED

- | | |
|---|---|
| <p><input type="checkbox"/> 9. Period of disability contested: period in dispute
From _____ Through _____</p> <p><input type="checkbox"/> 10. Claimed loss not proven</p> | <p><input type="checkbox"/> 11. Exaggerated earnings claim
of \$ _____ per month denied</p> <p><input type="checkbox"/> 12. Statutory offset taken</p> <p><input type="checkbox"/> 13. Other, explained below</p> |
|---|---|

OTHER REASONABLE AND NECESSARY EXPENSES DENIED

- | | |
|--|--|
| <p><input type="checkbox"/> 14. Amount of claim exceeds daily limit of coverage</p> <p><input type="checkbox"/> 15. Unreasonable or unnecessary expenses</p> | <p><input type="checkbox"/> 16. Incurred after one year from date of accident</p> <p><input type="checkbox"/> 17. Other, explained below</p> |
|--|--|

HEALTH SERVICE BENEFITS DENIED

- | | |
|--|---|
| <p><input type="checkbox"/> 18. Fees not in accordance with fee schedules</p> <p><input type="checkbox"/> 19. Excessive treatment, service or hospitalization
From _____ Through _____</p> | <p><input type="checkbox"/> 20. Treatment not related to accident</p> <p><input type="checkbox"/> 21. Unnecessary treatment, service or hospitalization
From _____ Through _____</p> <p><input type="checkbox"/> 22. Other, explained below</p> |
|--|---|

COMPLETE ITEMS 23 THROUGH 32 IF CLAIM FOR HEALTH SERVICE BENEFITS IS DENIED

23. Provider of Health Service (Name, Address and Zip Code)	25. Period of bill - treatment dates	29. Date final verification received
24. Type of service rendered	26. Date of bill	30. Amount of bill \$ _____
	27. Date bill received by insurer	31. Amount paid by insurer \$ _____
	28. Date final verification requested	32. Amount in dispute \$ _____

33. State reason for denial, fully and explicitly (attach extra sheets if needed):

DATE	Name and Title of Representative of Insurer	Telephone No. & Ext. and Email Address
------	---	--

Name and address of insurer claim processor (Third Party Administrator), if applicable	Telephone No. & Ext.
--	----------------------

DENIAL OF CLAIM FORM -- PAGE TWO

IF YOU WISH TO CONTEST THIS DENIAL, YOU HAVE THE FOLLOWING OPTION:

You may submit this dispute to a hearing in the liquidation/ancillary receivership proceeding of [Company]. At this time, arbitration against [Company] is permanently stayed pursuant to the court order establishing [Company]'s liquidation/ancillary receivership proceeding. Adjudication of any objection must be made by submitting your objection to a hearing before a referee appointed by the court overseeing [Company]'s liquidation/ancillary receivership proceeding. If you wish to have a hearing regarding your objection, you must complete the form below, state on the accompanying sheet the reason(s) you believe the denied benefits should be paid, attach proof of your disability and/or verification of loss of earnings in dispute, sign below and mail the completed form to the address given on the front of this form or e-mail it to [examiner's email address] within sixty (60) days of receipt of this Denial of Claim Form. You or your attorney (if you are represented by legal counsel) will be contacted by someone from the New York Liquidation Bureau regarding your request for a hearing.

HEARING REQUESTED BY:		
LAST NAME	FIRST NAME	NAME OF LAW FIRM, IF ANY
TELEPHONE NUMBER:		ADDRESS
FAX NUMBER:		
EMAIL ADDRESS:		
SIGNATURE	ARE YOU AN ATTORNEY?	DATE
	YES NO	

DENIAL OF CLAIM FORM -- PAGE THREE

Loss of earnings: Date claim made: _____ Gross earnings per month \$ _____

Period of dispute: From _____ Through _____ Amount claimed: \$ _____

Health Services: (Attach bills in dispute and list each one separately)

Name of Provider(s)	Date of Service	Amount of Bill	Amount in Dispute	Date Claim Mailed

Other Necessary Expenses: (Attach bills in dispute and list each one separately)

Type of Expenses Claimed	Amount Claimed	Date Incurred	Date Claim Mailed	Amount in Dispute

Other: (attach additional sheet if necessary)

IMPORTANT NOTICE TO APPLICANT

If box number 3 ("Policy not in force on date of accident") on the front of this form is checked as a reason for this denial, you may be entitled to No-Fault benefits from the Motor Vehicle Accident Indemnification Corporation (M.V.A.I.C.) (646-205-7800) located at 100 William Street, New York, New York 10038. The Insurance Law requires that you must file an Affidavit of Intention to Make Claim with M.V.A.I.C. Therefore, it is in your best interest to contact the M.V.A.I.C. immediately and file such an affidavit, even if you intend to contest this denial.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

EXHIBIT D

**IN THE MATTER OF THE ANCILLARY RECEIVERSHIP OF
AMERICAN MOTORISTS INSURANCE COMPANY
Supreme Court, County of New York
Index No.: 400532/2013**

NOTICE

On June 19, 2013, American Motorists Insurance Company ("AMICO") was placed into ancillary receivership and, the Superintendent of Financial Services of the State of New York and his successors in office are serving as ancillary receiver ("Ancillary Receiver") of AMICO and as administrator ("Administrator") of the New York Property/Casualty Insurance Security Fund ("Security Fund") in connection with the ancillary receivership proceeding of AMCIO.

The Ancillary Receiver has, pursuant to New York Insurance Law Article 74, appointed Scott D. Fischer, Special Deputy Superintendent ("Special Deputy"), as her agent to liquidate the business of AMICO. The Special Deputy carries out his duties through the New York Liquidation Bureau, 110 William Street, New York, New York 10038. The Ancillary Receiver has submitted an application to the Court for an order: (i) approving a procedure for judicial review of the Administrator's rejection of any claim(s) under AMICO policies that are presented for payment from the Security Fund in this proceeding; and (ii) granting the Ancillary Receiver such other and further relief as this Court may deem just and proper.

A hearing on the application is scheduled for the ____ day of _____, 201__, ("Return Date") at __: __ .m., before the Court at the Courthouse, IAS Part 13, 71 Thomas Street, Room ____ New York, New York. If you wish to object to the relief sought, you or your counsel must serve a written statement setting forth your objections and all supporting documentation ("Answering Papers") upon the Ancillary Receiver at least seven (7) days prior to the Return Date and file the Answering Papers, together with an affidavit of service, with the Court on or before the Return Date. Service on the Superintendent shall be made at the following address:

Acting Superintendent of Financial Services of the State of New York as
Ancillary Receiver of American Motorists Insurance Company
110 William Street, 15th Floor
New York, New York 10038
Attention: General Counsel

The Ancillary Receiver's application is available for inspection at <http://www.nylb.org>. In the event of any discrepancy between this notice and the documents submitted to Court, the documents control.

Requests for further information should be directed to the New York Liquidation Bureau, Creditor and Ancillary Operations Division, at (212) 341-6809.

Dated: [Insert Date]

SHIRIN EMAMI
Acting Superintendent of Financial Services of
the State of New York as Ancillary Receiver of
American Motorists Insurance Company

Index No. 400532 Year 2013

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

In the Matter of

the Ancillary Receivership of

AMERICAN MOTORISTS INSURANCE COMPANY.

ORDER TO SHOW CAUSE AND AFFIRMATION

JOHN PEARSON KELLY

Attorney for the Acting Superintendent of Financial Services of the State of New York as Ancillary Receiver

Office and Post Office Address, Telephone

New York Liquidation Bureau
110 William Street – 15th Floor
New York, NY 10038
(212) 341-6523
Fax (212) 233-0461

ATTORNEY CERTIFICATION

The undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information, belief and reasonable inquiry, the contentions in the above referenced document(s) are not frivolous.

Dated: December 2, 2015
New York, New York


Melissa A. Pisapia

NOTICE OF ENTRY

that the within is a (*certified*) true copy of a
duly entered in the office of the clerk of the within named court on the day of 20

NOTICE OF SETTLEMENT

that an order
settlement to the HON.

of which the within is a true copy will be presented for
one of the judges of the within named court, at
20 at

Dated:

, on

Yours, etc.

JOHN PEARSON KELLY

Attorney for Acting Superintendent of Financial
Services of the State of New York as
Ancillary Receiver

Office and Post Office Address, Telephone
New York Liquidation Bureau
110 William Street – 15th Floor
New York, NY 10038
(212) 341-6523
Fax (212) 233-0461