

**CLASSIC FIRE & MARINE INSURANCE COMPANY, IN LIQUIDATION**  
1450 Enea Circle, Ste. 500, Concord, CA 94520 925-680-8630 925-680-0148 (fx)

April 26, 2005

**Workers Compensation Court of the State of Montana**  
**P.O. Box 537**  
**Helena, MT 59624-0537**

**FILED**

**APR 29 2005**

OFFICE OF  
WORKERS' COMPENSATION JUDGE  
HELENA, MONTANA

RE: Dale Reesor vs. Montana State Fund  
WCC No. 2002-0676

For your records, please find attached the Liquidation Order documents for:

**CLASSIC FIRE & MARINE INS. CO. IN LIQUIDATION**

OFFICE OF  
WORKERS COMPENSATION JUDGE  
HELENA, MONTANA

APR 29 2005

**RECEIVED**

TO: ALL PERSONS WHO MAY HAVE AN INTEREST IN CLASSIC FIRE & MARINE INSURANCE COMPANY IN LIQUIDATION (FORMERLY KNOWN AS FIRST HORIZON INSURANCE COMPANY AND CLASSIC INDEMNITY COMPANY) AND CLASSIC SYNDICATE INC.

FROM: SALLY B. MCCARTY, INDIANA INSURANCE COMMISSIONER, AS LIQUIDATOR OF CLASSIC FIRE

DATE: December 18, 1998

The attached detailed Notice of Liquidation ("Notice") of Classic Fire & Marine Insurance Company ("Classic Fire"), the Classic Fire Order of Liquidation ("Order) and a Proof of Claim form ("Proof of Claim") are being sent to you pursuant to an Order of the Marion Circuit Court in Indianapolis ("Liquidation Court").

Please read the contents of the Notice, Order and Proof of Claim carefully because they contain important information about the Classic Fire liquidation proceeding and the requirements for asserting a claim against the estate of Classic Fire.

The Liquidation Court has established *December 31, 1998*, as the date for fixing claims against Classic Fire, Classic Fire's predecessor companies, and Classic Syndicate Inc. and *December 31, 1999*, as the "Claim Bar Date." TO HAVE YOUR CLAIM CONSIDERED IN THE CLASSIC FIRE LIQUIDATION, IT MUST BE COMPLETED, MAILED, AND POSTMARKED NO LATER THAN **DECEMBER 31, 1999**.

As described in the Notice, Classic Fire did business in certain states which have a state insurance guaranty fund or association ("SGF"). Certain policies may be covered by an SGF. If the Liquidator's records indicate you are a claimant with a claim "covered" by an SGF, you will be notified. If you have any questions about SGF coverage, you may want to contact the local SGF in your state.

For further information, please write to Classic Fire at the address below.

Classic Fire & Marine Insurance Company  
1450-C Enea Circle, Suite 500  
Concord, California 94520

Thank you for your continued patience and cooperation during the liquidation process.

OFFICE OF  
WORKERS COMPENSATION JUDGE  
HELENA, MONTANA

APR 29 2005

**RECEIVED**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

IN THE MARION CIRCUIT COURT  
CAUSE NO. 49CO1-9712-CP-2827

SALLY B. MCCARTY, as the )  
Commissioner of the Department of )  
Insurance of the State of Indiana, )  
 )  
Petitioner, )  
 )  
v. )  
 )  
CLASSIC FIRE & MARINE )  
INSURANCE COMPANY, )  
 )  
Respondent. )

**FILED**

DEC 18 1998

*Jerah M Taylor*  
CLERK OF THE  
MARION CIRCUIT COURT

**ORDER OF LIQUIDATION**

Pursuant to the Court's Order of October 29, 1998, this matter comes before the Court upon the Rehabilitator's First Accounting and Petition for An Order of Liquidation and Related Relief ("Liquidation Petition"), filed on October 29, 1998, by Sally B. McCarty, Indiana Insurance Commissioner, as Rehabilitator of Classic Fire & Marine Insurance Company ("Classic Fire"). Written and published notice was given to all interested persons as shown by the Rehabilitator's Certificate of Compliance ("Compliance Certificate"), filed on December 17, 1998.

Objections were filed by or on behalf of (i) Sunday Udoinyion; (ii) Angelic Brown individually, and as next friend of Keenan Jones, a minor; and (iii) Alyce Wheeler. In her Notice of Objections to Liquidation, Angelic Brown requests that this Court lift the stay currently in effect as it relates to Classic Fire and its former subsidiary, Classic Syndicate, Inc. ("CSI").

The hearing on the Liquidation Petition was held on December 18, 1998. The Rehabilitator appeared by her Special Deputy Rehabilitator and by counsel and presented evidence through testimony and exhibits in support of the various requests made in the Liquidation Petition. The Rehabilitator also presented evidence in support of the Rehabilitator's Recommendations Concerning Liquidation Procedures, Claims and Notices ("Recommendations") filed with the Court on December 7, 1998. By separate Order entered concurrently herewith, the Court has approved the Recommendations.

Having considered the Liquidation Petition and the Recommendations and the evidence, arguments, objections, statements and matters presented by interested persons, and being fully advised, the Court hereby finds that:

1. Classic Fire is an Indiana stock property and casualty insurance company formed pursuant to the Indiana Insurance Law and was authorized to engage in the insurance business in Indiana and some other states. This Court has general jurisdiction under Indiana Code § 27-9-1-1, et seq., over the rehabilitation and liquidation of Classic Fire. This Court also has summary jurisdiction to hear and determine the rights of all parties in interest pursuant to Indiana Code § 27-9-3-22.

2. The written, published, and other notice to interested persons evidenced by the Compliance Certificate constitutes the best notice practicable under the circumstances and meets the requirements of due process concerning such notice. Accordingly, this Court has constitutional as well as statutory power to enter an order of liquidation that is binding upon all parties and interested persons.

Insureds are responsible only for the payment of any earned but unpaid premium for any policy that is due the insurer for coverage provided before the declaration of insolvency.

On December 7, 1998, the Rehabilitator filed the Rehabilitator's Recommendations Concerning Liquidation Procedures, Claims and Notices (the "Recommendations"). By Order entered December 18, 1998, the Liquidation Court approved the Recommendations ("Recommendations Order"). Below is a description of the claim filing procedures.

If you have questions about the information contained in this Notice or the liquidation of Classic Fire, you may contact the Liquidator at 1450-C Enea Circle, Suite 500, Concord, California 94520.

### Claim Procedures Generally

#### Claim Bar Date

Subject to the provisions of the Recommendations Order, the Liquidation Court has directed that notice be given to persons who may have a claim against Classic Fire, the Predecessor Companies, or CSI as of December 31, 1998, the date of the fixing of liabilities against Classic Fire, the Predecessor Companies and CSI. If you have such a claim, then you must follow the procedures described in the paragraphs below or be forever barred from asserting your claim. THE LIQUIDATION COURT HAS ESTABLISHED **DECEMBER 31, 1999** AS THE "CLAIM BAR DATE" FOR THE FILING OF CLAIMS AGAINST THE ESTATE OF CLASSIC FIRE, INCLUDING CLAIMS AGAINST THE PREDECESSOR COMPANIES OR CSI. TO HAVE YOUR CLAIM CONSIDERED IN THE CLASSIC FIRE LIQUIDATION, IT MUST BE COMPLETED, MAILED AND POSTMARKED NO LATER THAN **DECEMBER 31, 1999.**

## Filing a Proof of Claim

Attached is a Proof of Claim form that has been approved by the Liquidation Court. The Proof of Claim should be completed in its entirety and all questions answered. Instructions on how to complete the Proof of Claim appear on the back of the form. Make sure these instructions are followed. Should there be questions that do not apply to your situation, complete each blank not requiring an answer with "NA" or "NOT APPLICABLE."

Complete the Proof of Claim and have it signed under oath (i.e., in the presence of a Notary Public). All documentation supporting your claim must be included with your Proof of Claim. Keep a copy of the completed Proof of Claim and supporting documentation for your records. Once complete, mail the original and one (1) copy of the Proof of Claim by first class mail, along with copies of your documentation, to Classic Fire & Marine Insurance Company at 1450-C Enea Circle, Suite 500, Concord, California 94520. Mail your Proof of Claim as soon as possible, **BUT POSTMARKED NO LATER THAN DECEMBER 31, 1999**. You will be notified sometime thereafter of the Liquidator's recommendation to allow or deny your claim. All claim disputes will be resolved by the Liquidation Court.

You must file one Proof of Claim form for each claim you wish to make against Classic Fire's assets. **ALL PROOFS OF CLAIMS MUST BE SENT TO THE LIQUIDATOR AT THE ADDRESS INDICATED ON THE PROOF OF CLAIM FORM AND POSTMARKED NO LATER THAN DECEMBER 31, 1999**. You may make copies of the Proof of Claim form if you have more than one claim to assert.

A Claim Number will be assigned after your Proof of Claim has been properly and timely filed. This number will be confirmed to you in writing in the future. Please **DO NOT** alter or change the Proof of Claim or any of the required information.

For claims filed by attorneys representing a Classic Fire insured or a claimant against a Classic Fire insured, or claims filed by receivers, administrators, assignees, guardians or others on behalf of claimants, proof of authority should be attached to the Proof of Claim. If a husband and wife have a claim jointly against a Classic Fire insured for the same insured loss, a separate Proof of Claim will be required by each.

### **Classic Fire Reinsureds**

As part of the documentation supporting their Proofs of Claim, reinsureds of Classic Fire and CSI are required to provide detailed information concerning all potential elements of their claims as of December 31, 1998. Specifically, reinsureds must provide the Liquidator with (i) actual losses, (ii) case reserves, and (iii) estimates for claims that have been incurred by not reported. Such information must be included with your Proof of Claim.

### **SGF Proof of Claim**

State guaranty funds ("SGFs") wishing to assert a claim against Classic Fire must use the Omnibus Proof of Claim form included in the liquidation materials sent by the Liquidator to SGFs. Unlike Proofs of Claim filed by other claimants, the Omnibus Proof of Claim form must be mailed by SGFs to the Liquidator at 311 West Washington Street, Suite 200, Indianapolis, Indiana 46204.

### **Address Changes**

All claimants are required to keep the Liquidator advised of any address changes. Should you have the occasion to write about your claim after the Proof of Claim has been filed or if you have any questions about this matter, please identify the Claim Number and the loss date in your correspondence so that your file can be quickly identified.

### Possible Guaranty Fund Coverage

At the time of rehabilitation, Classic Fire was authorized to do business only in Indiana and Illinois. Business written in other states by Classic Fire was written on an excess and surplus basis. In addition, there may be former policyholders of the Predecessor Companies who are potential claimants against Classic Fire's estate. In those states where Classic Fire and the Predecessor Companies did business, there exist statutes which require an SGF, subject to state-by-state conditions and limitations of coverage and applicability, to fulfill policy obligations of Classic Fire or the Predecessor Companies. CSI policyholders may have some coverage from the Illinois Insurance Exchange Guaranty Fund. It is unknown at this time how much of Classic Fire's business was subject to guaranty fund coverage ("Covered Claims"). If the Liquidator's records indicate that any part of your claim is covered by an SGF, the Liquidator will provide the affected SGF with a copy of your Proof of Claim and notify you. You **must** complete a Proof of Claim form as explained in this Notice in order to pursue your claim. If you have any questions about whether you have a claim covered by an SGF, you may want to contact the local SGF in your state.

BY ORDER OF THE LIQUIDATION COURT dated December 18, 1998.

Sally B. McCarty, Indiana Insurance Commissioner,  
as Rehabilitator of Classic Fire & Marine Insurance  
Company

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

IN THE MARION CIRCUIT COURT  
CAUSE NO. 49CO1-9712-CP-2827

SALLY B. MCCARTY, as the )  
Commissioner of the Department of )  
Insurance of the State of Indiana, )  
 )  
Petitioner, )  
 )  
v. )  
 )  
CLASSIC FIRE & MARINE )  
INSURANCE COMPANY, )  
 )  
Respondent. )

**FILED**

DEC 18 1998

*J. A. M. Taylor*  
CLERK OF THE  
MARION CIRCUIT COURT

ORDER OF LIQUIDATION

Pursuant to the Court's Order of October 29, 1998, this matter comes before the Court upon the Rehabilitator's First Accounting and Petition for An Order of Liquidation and Related Relief ("Liquidation Petition"), filed on October 29, 1998, by Sally B. McCarty, Indiana Insurance Commissioner, as Rehabilitator of Classic Fire & Marine Insurance Company ("Classic Fire"). Written and published notice was given to all interested persons as shown by the Rehabilitator's Certificate of Compliance ("Compliance Certificate"), filed on December 17, 1998.

Objections were filed by or on behalf of (i) Sunday Udoinyion; (ii) Angelic Brown individually, and as next friend of Keenan Jones, a minor; and (iii) Alyce Wheeler. In her Notice of Objections to Liquidation, Angelic Brown requests that this Court lift the stay currently in effect as it relates to Classic Fire and its former subsidiary, Classic Syndicate, Inc. ("CSI").

The hearing on the Liquidation Petition was held on December 18, 1998. The Rehabilitator appeared by her Special Deputy Rehabilitator and by counsel and presented evidence through testimony and exhibits in support of the various requests made in the Liquidation Petition. The Rehabilitator also presented evidence in support of the Rehabilitator's Recommendations Concerning Liquidation Procedures, Claims and Notices ("Recommendations") filed with the Court on December 7, 1998. By separate Order entered concurrently herewith, the Court has approved the Recommendations.

Having considered the Liquidation Petition and the Recommendations and the evidence, arguments, objections, statements and matters presented by interested persons, and being fully advised, the Court hereby finds that:

1. Classic Fire is an Indiana stock property and casualty insurance company formed pursuant to the Indiana Insurance Law and was authorized to engage in the insurance business in Indiana and some other states. This Court has general jurisdiction under Indiana Code § 27-9-1-1, et seq., over the rehabilitation and liquidation of Classic Fire. This Court also has summary jurisdiction to hear and determine the rights of all parties in interest pursuant to Indiana Code § 27-9-3-22.

2. The written, published, and other notice to interested persons evidenced by the Compliance Certificate constitutes the best notice practicable under the circumstances and meets the requirements of due process concerning such notice. Accordingly, this Court has constitutional as well as statutory power to enter an order of liquidation that is binding upon all parties and interested persons.

STATE OF INDIANA            )                    IN THE MARION CIRCUIT COURT  
                                   ) SS:  
 COUNTY OF MARION         )                    CAUSE NO. 49CO1-9712-CP-2827

SALLY B. MCCARTY, as the                    )  
 Commissioner of the Department of        )  
 Insurance of the State of Indiana,         )  
   )  
   )                    Petitioner,                    )  
   )  
   )                    v.                                 )  
   )  
 CLASSIC FIRE & MARINE                    )  
 INSURANCE COMPANY,                        )  
   )  
   )                    Respondent.                    )

**NOTICE TO PERSONS INTERESTED IN  
 CLASSIC FIRE & MARINE INSURANCE COMPANY  
 (FORMERLY KNOWN AS FIRST HORIZON INSURANCE COMPANY AND  
CLASSIC INDEMNITY COMPANY) AND CLASSIC SYNDICATE INC.**

This Notice is issued pursuant to the Indiana Insurance Law, Indiana Code §§ 27-9, and an Order of the Marion Circuit Court in Indianapolis, Indiana ("Liquidation Court"), in the above liquidation proceeding involving Classic Fire & Marine Insurance Company ("Classic Fire"), an Indiana stock property and casualty insurance company.

**Classic Fire Liquidation Generally**

On December 18, 1998, the Liquidation Court entered an Order of Liquidation concerning Classic Fire. The Order of Liquidation declared Classic Fire insolvent, terminated the rehabilitation proceeding concerning Classic Fire that had been pending since January 7, 1998, and appointed Indiana Insurance Commissioner Sally B. McCarty as Liquidator of Classic Fire. The Liquidator was directed to take possession of the assets of Classic Fire and to administer them under the supervision of the Liquidation Court. The Liquidator is vested by operation of law with title to all of the property, contracts and rights of action, and all books and records of Classic Fire, wherever located. A copy of the Order of Liquidation is attached.

The Order of Liquidation also serves to enjoin the commencement, prosecution or further prosecution of any suit, action or other proceeding against or involving Classic Fire, its former Rehabilitator or its Liquidator, First Horizon Insurance Company and Classic Indemnity Company, the predecessor companies to Classic Fire (the "Predecessor Companies"), and Classic Fire's former subsidiary, Classic Syndicate Inc. ("CSI"). The Order of Liquidation requires that any action brought or judgment sought against Classic Fire or its property or assets must be brought in the Liquidation Court. It also enjoins any suit, action or proceeding against or involving the INEX Insurance Exchange (formerly known as the Illinois Insurance Exchange), the Illinois Insurance Exchange Guaranty Fund, and the Illinois Insurance Exchange Immediate Access Security Association based on or arising out of: (a) the INEX Insurance Exchange's statutorily mandated oversight of CSI, (b) any insurance policy or reinsurance contract obligation of CSI, (c) any conduct of these entities related to the business, liabilities or assets of CSI, or (d) the liquidation of Classic Fire.

Pursuant to Indiana Code § 27-9-3-8, all Classic Fire insurance policies currently in force will continue until the earlier of (1) January 17, 1999; (2) expiration of the policy coverage; (3) the date when the insured has replaced the policy coverage with equivalent coverage in another insurer or otherwise terminated the policy; or (4) the date when the Liquidator has effected a transfer of the policy obligation. The Liquidator believes that no policies will be in force as of December 31, 1998.

Indiana Code § 27-9-3-31 provides in part that any agent, broker, agency, premium finance company, or any other person responsible for the payment of a premium, other than the insured, shall be obligated to pay (i) any earned but unpaid premium for any policy that is due the insurer for coverage provided before the declaration of insolvency and (ii) any unearned but paid premium collected from the insured before the declaration of insolvency.

3. Classic Fire is insolvent. Further attempts to rehabilitate Classic Fire would substantially increase the risk of loss to creditors, policyholders and the public and would be futile. Sufficient grounds exist under Indiana Code §§ 27-9-3-5 and 27-9-3-6 for the entry of an order of liquidation, and such an order of liquidation should be entered under Indiana Code § 27-9-3-7.

4. The objections to the Liquidation Petition which were filed with the Court should be overruled. The request to lift stay should be denied. To the extent inconsistent with the relief requested in the Liquidation Petition and the Recommendations, any relief requested in said objections should be denied.

It is, therefore, ORDERED, ADJUDGED and DECREED that:

1. The rehabilitation proceeding concerning Classic Fire under the Order of Rehabilitation, dated January 7, 1998, is terminated.

2. Indiana Insurance Commissioner Sally B. McCarty and her successors in office are appointed Liquidator of Classic Fire under Indiana Code § 27-9-3-7, with all the powers provided by the Indiana Insurance Law, including Indiana Code § 27-9-1-1 et seq. The Liquidator may do all acts necessary or appropriate for the accomplishment of the liquidation of Classic Fire.

3. The objections to the relief requested in the Liquidation Petition and the Recommendations, as filed with the Court or made at the hearing, are hereby overruled. All requests for relief inconsistent with the relief requested in the Liquidation Petition and the Recommendations are denied.

4. Pursuant to Indiana Code § 27-9-3-12 and this Order of Liquidation, the request of Angelic Brown requesting that the Court lift the stay currently in effect as it relates to Classic Fire and its former subsidiary, CSI, is hereby denied.

5. The Liquidator is directed to mail a copy of this Order of Liquidation to counsel for each of the objectors.

6. The Liquidator is directed to take possession of the assets of Classic Fire and to administer them under the supervision of this Court. The Liquidator is directed to exercise any and all rights of Classic Fire in connection with any collateral or other assets being held for the benefit of Classic Fire by any person or entity. The Liquidator is vested by operation of law with the title to all of the property, contracts and rights of action, and all of the books and records of Classic Fire, wherever located.

7. The Liquidator shall file accountings with the Court no less frequently than semi-annually. The Liquidator is authorized to employ, or to continue to employ, and to fix the compensation of such special deputies, counsel, agents, clerks, accountants, actuaries, consultants, assistants and other personnel as she considers necessary, and all compensation and expenses of such persons and of taking possession of Classic Fire and conducting this proceeding shall be paid out of the funds or assets of Classic Fire.

8. Pursuant to Indiana Code § 27-9-3-8, all Classic Fire insurance policies will continue in force only until the earlier of (1) thirty (30) days from the date of this Order; (2) expiration of the policy coverage; (3) the date when the insured has replaced the policy coverage with equivalent coverage in another insurer or has otherwise terminated the policy; or (4) the date when the Liquidator has effected a transfer of the policy obligation.

9. No suit, action, proceeding, or claim at law or in equity of any kind shall be brought, maintained, or further prosecuted or presented on behalf of or in the name of Classic Fire or its Liquidator without the prior authorization of the Liquidator, except that with respect to such suits, actions, proceedings, and claims at law or in equity which have been initiated previously by Classic Fire or Classic Fire's former Rehabilitator, no further authorization by the Liquidator is necessary.

10. No action at law or in equity outside this Court may be brought against Classic Fire, its Liquidator, its former Rehabilitator, or its assets, whether in Indiana or elsewhere, nor shall any existing such actions outside this Court be maintained or further presented against Classic Fire.

11. Classic Fire insureds, creditors, employees, shareholders, agents, brokers, reinsurers, ceding companies, reinsurance treaty holders, and affiliates and all other persons are hereby enjoined from:

(a) The commencement, prosecution or further prosecution of any suit, action or other proceeding against or involving Classic Fire, its former Rehabilitator or the Liquidator in the nature of a class action under Rule 23 of the Federal Rules of Civil Procedure or any comparable state or federal procedural or equitable law, rule or doctrine;

(b) The commencement, prosecution or further prosecution of any suit, action or other proceeding, on behalf of, in the name of, or against or involving Classic Fire, its former Rehabilitator or the Liquidator in the nature of a derivative action under Rule 23.1 of the Federal Rules of Civil Procedure or any comparable state or federal procedural or equitable law, rule or doctrine;

(c) The commencement, prosecution or further prosecution of any suit, action, or other proceeding against or involving Classic Fire, its former Rehabilitator or the Liquidator, by way of original claim, third-party claim, joinder or otherwise, which seeks any one or more of the following kinds of relief, whether solely or in the alternative and whether joint, several, or joint and several with respect to one or more other defendants:

- (i) money damages;
- (ii) punitive damages;
- (iii) the appointment of a receiver, trustee, referee, master or other similar court officer;
- (iv) a mandatory or prohibitive injunction or restraining order;
- (v) specific performance;
- (vi) imposition of a constructive trust or equitable lien;
- (vii) specific performance, rescission or similar relief arising from the issuance of any insurance product of Classic Fire or the entering into any contract by or with Classic Fire; or
- (viii) declaratory relief as to liability in the nature of any of the foregoing;

(d) The obtaining of any preference, judgment, attachment, garnishment or lien against Classic Fire or its property or assets, or any part thereof, wherever located, or the levying of execution against Classic Fire or its property or assets, or any part thereof, wherever located, or the repossession of the property or assets of Classic Fire, or any part

thereof, wherever located, or the commencement, prosecution or further prosecution of any suit, action or proceeding having any such purpose or effect;

(e) The transfer, waste, or dissipation of the bank accounts or any of the property or assets of Classic Fire, the transaction of any business of Classic Fire without the approval of the Liquidator, or the withholding from the Liquidator of the books, accounts, documents, data processing and computer information, or other records relating to the business of Classic Fire;

(f) The making of any sale or deed for nonpayment of taxes or assessments that would lessen the value of the assets of Classic Fire;

(g) Any other threatened or contemplated action that might lessen the value of Classic Fire's assets or prejudice the rights of policyholders, insureds, creditors, shareholders, agents, brokers, reinsurers, ceding companies, reinsurance treaty holders or the administration of this proceeding under Indiana Code 27-9.

12. All persons wishing to commence, prosecute, or further prosecute any suit, action, or proceeding described in the foregoing paragraphs 9-11 of this Order are directed to do so in this Court as a part of this liquidation proceeding or, in the alternative, to seek leave of this Court, with prior notice to the Liquidator and his counsel, to institute or prosecute such action or proceeding elsewhere.

13. All secured creditors or parties, pledgees, lien holders, collateral holders or other persons claiming a secured, priority or preferred interest in any property or assets of Classic Fire are enjoined from taking any steps whatsoever to transfer, sell, encumber, attach, dispose of

or exercise purported rights in or against any property or assets of Classic Fire without the prior approval of the Liquidator.

14. Paragraphs 9-13 of this Order shall apply to any suit, action or proceeding against CSI or Classic Fire's predecessor companies, First Horizon Insurance Company and Classic Indemnity Company. They shall also apply to any suit, action or proceeding against the INEX Insurance Exchange (formerly known as the Illinois Insurance Exchange), the INEX Insurance Exchange Guaranty Fund or the INEX Insurance Exchange Immediate Access Security Association that is based on or arises out of: (a) the INEX Insurance Exchange's statutorily mandated oversight of CSI, (b) any insurance policy or reinsurance contract obligation of CSI, (c) any conduct of these entities related to the business, liabilities or assets of CSI, or (d) the liquidation of Classic Fire. They shall not apply to any suit, action or proceeding against an insured of Classic Fire, except to the extent that Classic Fire is a named defendant in such suit, action or proceeding.

15. Paragraphs 9-14 of this Order are subject to Indiana Code 27-9 and to further order of this Court and are without prejudice to the right of any person (a) to request that any suit, action or proceeding subject to paragraphs 9-14 of this Order be dismissed with or without prejudice or stayed, (b) to take any action directed toward such a dismissal or stay, or (c) to assert any claim against Classic Fire or the Liquidator in this action.

16. The Liquidator is authorized to employ, or continue the employment of, appropriate special or local legal counsel in jurisdictions outside Marion County, Indiana, to represent the interests of Classic Fire, the Liquidator, and its former Rehabilitator in prosecuting, defending or otherwise disposing of all litigation now pending or hereafter instituted by or

against Classic Fire, or by or against the Liquidator or the former Rehabilitator in her capacity as Liquidator or Rehabilitator of Classic Fire, or any or all of them, all upon such reasonable terms the Liquidator considers necessary and to pay for such counsel out of the funds or assets of Classic Fire.

17. This Court has by Order entered concurrently herewith established liquidation and claim filing procedures, including establishing December 31, 1999, as the "Bar Date" for the filing of claims against the estate of Classic Fire. All persons and entities with claims against Classic Fire are required to follow said procedures. Pursuant to Indiana Code §§ 27-9-3-10, 27-9-3-33 and 27-9-3-34, the Liquidator shall give appropriate Notice of this Order of Liquidation and of the procedures, as specified in the Order approving the Recommendations.

18. The Liquidator's counsel is directed to maintain, and periodically furnish to the Court, a Schedule of Attorneys for Service of Papers listing the names, addresses, telephone numbers, and clients of all attorneys who have made written request to be served with pleadings, orders and other documents filed or entered in this proceeding. An attorney wishing to be added to the Schedule shall notify in writing the Liquidator's counsel by directing such notice to Richard T. Freije, Jr., 300 North Meridian, Suite 2700, Indianapolis, Indiana 46204, and shall not be required to file a formal appearance. Any pleading, order, or other document filed or entered in this proceeding shall be served on all persons listed on the most current Schedule. Any person may obtain a copy of the then-current Schedule by sending a request, along with a stamped and self-addressed envelope, to the Liquidator's counsel at the address listed above.

19. The Liquidator is directed to maintain for inspection during regular business hours at the office of Classic Fire at 311 West Washington Street, Suite 200, Indianapolis, Indiana 46204, a duplicate set of the pleadings, orders, and other documents filed or entered in this proceeding. Any person wishing to obtain copies of pleadings, orders, or other documents, filed or entered in this proceeding shall make his request in writing to the Liquidator of Classic Fire at 311 West Washington Street, Suite 200, Indianapolis, Indiana 46204. Classic Fire is directed promptly after receiving a written request to make copies available at a charge of \$.50 per page, checks to be made payable to "Classic Fire & Marine Insurance Company in Liquidation."

20. The Court determines that there is no just reason for delay, and therefore this Order of Liquidation is entered as a final judgment.

Date: \_\_\_\_\_

DEC 18 1998

RECORDED FOR APPROVAL

*Theodore M. Green*

CLERK

Judge, Marion Circuit Court

*William J. Lawrence*

JUDGE

CLASSIC FIRE & MARINE INSURANCE CO. IN LIQUIDATION  
1450-C ENEA CIRCLE #500  
CONCORD, CA 94520-5212

CLAIMS DEADLINE: 12/31/99

PLEASE READ THE INSTRUCTIONS ON BACK OF FORM BEFORE COMPLETING

**PROOF OF CLAIM FORM  
FOR LOSS CLAIMS**

The Indiana Insurance Commissioner has been directed by Court Order to liquidate the above company.

You have been identified as someone who might have a claim(s) against this company or one of its predecessors. If you do not have a claim, please ignore this form. If you do have a claim, you must fill out this form following the instructions on the back of this form and return it to the Liquidator no later than the claims deadline indicated above. **Failure to return this form to the Liquidator by the claims deadline will affect your legal rights and may bar any claim by you.**

This claim form is to be used for all claims against the company.

**PLEASE PRINT OR TYPE THIS SECTION**

1. Name:	2. Daytime Telephone Number:
	area code
3. Address:	
street address	city state zip code
4. Name of Insurance Company:	5. Policy Number (state N/A if not applicable or N/K if not known):
6. Amount of Claim: \$	
7. Give a brief explanation of facts surrounding your claim (use additional pages if necessary)	
8. Social Security or Federal ID #:	
9. Signature (This form <b>MUST BE SIGNED</b> )	
X _____	
Individual claimant or corporate office (include title)	

10. NOTARY (This form **MUST BE NOTARIZED**)

Subscribed and sworn to me on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

NOTARY PUBLIC: X \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Identification:  Personally known to me  Produced the following identification: \_\_\_\_\_

## INSTRUCTION SHEET

Documentation sufficient to support your claim must be filed with this form. Failure to submit such documentation may result in your claim being denied.

### Instructions for the front of this form:

- Item 1 Print or type your name.
- Item 2 Print or type your daytime telephone number, including area code.
- Item 3 Print or type your current mailing address (street address, city, state, and zip code).
- Item 4 Print or type the name of the insurance company that issued your policy (e.g. Classic Fire & Marine Insurance Co., Classic Syndicate, Inc., etc.)
- Item 5 Print or type the Policy Number from the company which you are claiming against. If you are uncertain of the policy number, indicate by printing or typing the initials: "N/K". If this is a claim other than a claim under a policy, indicate by printing or typing the initials: "N/A". **Failure to provide a policy number may result in your claim being delayed in processing.**
- Item 6 Print or type the total amount of your claim (if you are uncertain, indicate by printing or typing the word "unknown").
- Item 7 Print or type a brief explanation of this claim. All documentation supporting this claim must be attached to this form and submitted to the Liquidator for evaluation. If you have a claim for property damage, you must include the date and location (*city and state*) of loss and information on any other insurance that might cover all or any part of the loss (state name and policy number of other insurance company). If you have a claim for services or supplies provided to the company, you must indicate the time period for which services or supplies were provided and briefly identify the services or supplies for which you are claiming. If you have a secured claim, you must include copies of all evidence of your security interest and describe the property to which the security interest applies. Attach appropriate documentation and/or additional sheets to answer the above.
- Item 8 ENTER YOUR SOCIAL SECURITY NUMBER OR FEDERAL TAX ID NUMBER.
- Item 9 YOU MUST SIGN THIS FORM.
- Item 10 THIS FORM MUST BE NOTARIZED.

Once completed, retain a copy of this form for yourself and mail the ORIGINAL and ONE COPY, along with copies of your documentation, to:

✉ CLASSIC FIRE & MARINE INSURANCE COMPANY IN LIQUIDATION  
1450-C Enea Circle #500  
Concord, CA 94520-5212

☎ 925/680-8630  
925/680-1404 (fax)

### CHANGE OF ADDRESS

If you move after submitting your claim form, you must provide us with your new address. Be sure you include the I.D. No. shown on this claim form with your new address and on any other correspondence. Some receiverships require several years to conclude; therefore, you must keep us advised of your current address if we are to maintain contact with you over this extended period.

### GENERAL INFORMATION

If any part of the claim is covered by an Insurance Guaranty Association, we will provide them a copy. The Association will then contact you directly if any payment is due from them.

Amounts not covered by the Guaranty Association or any applicable deductible will become a claim against the assets of the Company. Such amounts will be independently evaluated by the Liquidator.

When your claim is evaluated, you will be notified as to the dollar amount. You will also be notified as to when and where you may object to the evaluation.

After all claims against the company are evaluated and approved by the Court, claims will be paid based on available funds and claim type. This process may take several years after the deadline for filing claims has passed.