

Hearing Date and Time: January 21, 2014 at 11:00 a.m.
Objection Deadline: January 7, 2014 at 4:00 p.m.

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*Attorneys for ACE American Insurance Company, Westchester Fire Insurance Company,
and possibly other members of the ACE Group of Companies*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11
)	
ARCAPITA BANK B.S.C.(c) , <i>et al.</i> ,)	Case No. 12-11076 (SHL)
)	
Debtors.)	Jointly Administered
)	

**RESPONSE OF ACE AMERICAN INSURANCE COMPANY
TO DEBTORS' FIRST OMNIBUS OBJECTION TO CLAIMS AND COUNTER-
MOTION TO HAVE LATE FILED CLAIM DEEMED TIMELY**

ACE American Insurance Company, Westchester Fire Insurance Company and possibly other members of the ACE Group of Companies (collectively, the "Insurers"), by their attorneys, as and for (a) their response to the Debtors' First Omnibus Objection to Claims ("Debtors' Objection") and (b) in furtherance of Insurers' counter-motion to have the ACE Claim (defined below) deemed timely filed ("Insurers' Motion"), respectfully set forth and represent as follows:

Background

1. On March 19, 2012 (the “Petition Date”), Arcapita Bank B.S.C.(c) and five of its affiliates (the “Original Debtors”) filed petitions for reorganization under Chapter 11 of the Bankruptcy Code.

2. On April 30, 2012, Falcon Gas Storage Co., Inc. (“Falcon” and with the Original Debtors, the “Debtors”) commenced a case under Chapter 11 of the Bankruptcy Code.

3. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. Prior to the Petition Date, the Insurers issued certain insurance policies to one or more Debtors for various policy periods (collectively, the “Policies”) in connection with various insurance programs maintained by Debtors. In addition to the Policies, Insurers issued one or more surety bonds for the benefit of Debtors and/or their respective non-debtor affiliates (the “Bonds”). The Insurers may also be parties to certain other agreements with Debtors relating to such Policies and Bonds (together with the Policies and Bonds, collectively, the “Insurance Agreements”).

5. The Policies include three (3) property and casualty policies (the “Falcon Policies”) issued to Debtor, Falcon, and its non-debtor subsidiary, Nortex Gas Storage Company LLC (“Nortex”). Each of the Falcon Policies contains provisions that specify to which address notices and complaints related to the Policies must be directed.

6. On July 11, 2012, this Court entered an order (Dkt. No. 308) (the “Bar Date Order”) establishing (a) August 30, 2012 at 5:00 p.m. (prevailing U.S. Eastern Time) (the “Bar Date”) as the deadline for non-governmental persons or entities to file proofs of claims (each, a “Proof of Claim”) in the Chapter 11 Cases and (b) September 17, 2012 at 5:00 p.m. (prevailing

U.S. Eastern time) as the deadline for governmental units to file Proofs of Claim in the Chapter 11 Cases.

7. A review of the schedules filed by the Debtors reveal that a number of Insurers, including ACE American Insurance Company are listed on Bankruptcy Schedule G filed by Debtor Arcapita Bank B.S.C.(c). That schedule identifies no insurance policy issued by Insurers – only an alleged Agreement of Indemnity dated August 1, 2011.

8. In addition, Bankruptcy Schedule H (Codebtors and Obligors) filed by Debtor Arcapita Bank B.S.C.(c) identifies nondebtor parties Chicago Condominium Investment LLC c/o Global Securitization Services LLC and First Elysian Hotel Co LLC c/o Elysian Development Group Chicago LLC as co-debtors with respect to Debtors' Obligations to various affiliates of the Insurers.

9. None of the Insurers are listed on the schedules of Falcon and Falcon's schedules contain no reference to the Falcon Policies.

10. According to the affidavit of service filed by the claims agent at Dkt. 338 on July 20, 2012, at pages 95, 132, 146, 170, notice of the Bar Date was mailed to the following:

ACE AMERICAN INSURANCE COMPANY C/O ACE BOND SERVICES
WA10G 436 WALNUT ST. PHILADELPHIA PA 19106-3703

ACE EUROPEAN GROUP LIMITED C/O ACE BOND SERVICES WA10G 436
WALNUT ST. PHILADELPHIA PA 19106-3703

ACE INA INSURANCE COMPANY C/O ACE BOND SERVICES WA10G 436
WALNUT ST. PHILADELPHIA PA 19106-3703

ACE PROPERTY AND CASUALTY INSURANCE CO C/O ACE BOND
SERVICES WA10G 436 WALNUT ST. PHILADELPHIA PA 19106-3703

INSURANCE COMPANY OF NORTH AMERICA C/O ACE BOND SERVICES
WA10G 436 WALNUT ST. PHILADELPHIA PA 19106-3703

PACIFIC EMPLOYERS INSURANCE COMPANY C/O ACE BOND
SERVICES WA10G 436 WALNUT ST. PHILADELPHIA PA 19106-3703

WESTCHESTER FIRST INSURANCE COMPANY C/O ACE BOND
SERVICES WA10G, 436 WALNUT ST. PHILADELPHIA PA 19106

WESTCHESTER FIRST INSURANCE COMPANY C/O WESTCHESTER FIRE
INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA PA 19106

As set forth in the annexed Affirmation of Counsel in Support of the Response (the “Affirmation of Counsel”), Westchester “First” Insurance Company is not one of the Insurers and not a company that is known to Insurers. In addition, the service address is not the mailing address specified in the Falcon Policies.

11. On February 12, 2013, Insurers received the notice of disclosure statement, which was mailed to its general mail facility instead of its bond services division. Insurers reviewed that document and cross-referenced the names of the Debtors and determined that a) they had missed the bar date and b) that they had a legally cognizable claim against Debtor, Falcon.

12. Insurers immediately filed a claim based on available information, and confirmation of the filing of the claim, Claim No. 564 (the “ACE Claim”), was received on March 7, 2013. The Debtors’ Objection was filed on April 26, 2013.

13. In the meantime, the Insurers were also continuing to review their files, nationally and internationally, in an attempt to identify the agreements listed on the schedules of Arcapita Bank BSC(c).

Relief Requested

14. Insurers submit that the ACE Claim should be deemed timely as Insurers filed the Claim as soon as possible after learning of Debtors’ bankruptcy, the existence of the Bar Date, and the identification of the Falcon Policies.

Objection and Counter-Motion

15. Insurers submit this response to the Debtors’ Objection and counter-move this Court to deem the ACE Claim timely filed. The Debtors sole objection to the ACE Claim is that

it is a late-filed claim. While Insurers acknowledge the importance of bar date notices and the underlying policy of adhering to them, Insurers submit that, based on consideration of due process and standards for establishing excusable neglect, that the ACE Claim should be deemed timely filed.

16. Insurers submit that the notice provided was inadequate. In general, due process requires notice that is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). The standard for “notice” rises when the claimant is a “known claimant.” Insurers assert that as a known creditor, Debtors had the obligation to provide specific notice to the Insurers at the address set forth in the Falcon Policies and that notice provided was not sufficient.

17. As the provider of insurance to the Debtors, Insurers were entitled to receive actual notice at the address set forth in the Policies issued to Falcon. Since the Bar Date Notices were directed to Insurers’ bond services division, the representatives of Insurers who were responsible for Insurers’ relationship with Falcon were not apprised of these Chapter 11 Cases until after the Bar Date. Insurers therefore submit that the ACE Claim should be deemed timely-filed.

18. Even if Insurers could be bound by the Bar Date Order, the ACE Claim should be deemed timely under the circumstances herein. A bankruptcy court has broad discretion to allow a late-filed proof of claim where the failure to comply with the bar date is due to “excusable neglect.” *See* Fed. R. Bankr. P. 9006(b)(1); *Pioneer Inv. Services Co. v. Brunswick Assoc. Ltd. Partnership*, 507 U.S. 380, 388 (1993) (movant must show the failure “to comply with the court’s deadline was caused by circumstances beyond its reasonable control”). The “excusable

neglect” standard is flexible and is meant to maximize equity in both “rehabilitating the debtor and avoiding forfeitures by creditors.” *Id.* at 389.

19. Pursuant to Bankruptcy Rule 9006(b)(1), a court may extend the bar date so that a late filed proof of claim will be deemed timely filed when “the movant’s failure to comply with [the] deadline ‘was the result of excusable neglect.’” *Chemetron Corp. v. Jones*, 72 F.3d 341, 349 (3d Cir. 1995) (quoting *Pioneer Inv. Serv.*, 507 U.S. at 382-84); Fed. R. Bankr. P. 9006(b)(1). Whether the movant’s neglect is “excusable” is an equitable determination, “in which courts are to take into account all relevant circumstances surrounding [the movant’s] failure to file.” *Chemetron*, 72 F.3d at 340; *see also Pioneer Inv. Serv.*, 507 U.S. at 395.

20. The “excusable neglect” inquiry takes all relevant circumstances surrounding the movant’s omission into consideration. *In re Enron Corp.*, 419 F.3d 115, 122 (2d Cir. 2005). The Supreme Court in *Pioneer* suggested four factors to consider, “[1] the danger of prejudice to the debtor, [2] the length of the delay and its potential impact on judicial proceedings, [3] the reason for the delay, including whether it was within the reasonable control of the movant, and [4] whether the movant acted in good faith.” *Pioneer*, at 507 U.S. 395 (citation omitted). In this Circuit, courts focus on three of those factors to determine whether the facts warrant an extension. *Enron*, 419 F.3d at 122. These factors are: (1) the danger of prejudice, (2) the length of the delay and (3) the movant’s good faith. Nevertheless, consideration of all of the factors exhibit that the Insurers have satisfied the standards for a finding of excusable neglect.

Prejudice.

21. “[P]rejudice is not an imagined or hypothetical harm; a finding of prejudice should be a conclusion based on facts in evidence.” *In re O’Brien Envtl. Energy, Inc.*, 188 F.3d 116, 127 (3d Cir. 1999). The fact that the debtor may be required to defend against another

claim does not constitute prejudice for purposes of the excusable neglect determination. *Id.* When considering the prejudice factor, courts sometimes look to the effect that granting the requested relief would have on other parties-in-interest. Prejudice does not exist, however, when granting the extension would merely place other parties in the same position that they would have been in “if the proof of claim had been filed on time.” *O’Brien Env’tl.*, 188 F.3d at 126-27 (quoting *In re Papp Int’l, Inc.*, 189 B.R. 939, 945 (Bankr.D.Neb. 1995)).

22. In this case, the ACE Claim was filed to protect Insurers in the event underlying claims are asserted against the Falcon Policies and to enforce any monetary obligations, such as additional premium, deductible or self-insured retentions and other expenses that may become due. These are customary and ordinary obligations that arise under any insurance policy and would be expected to be satisfied in the ordinary course. As these are ordinary obligations, albeit vital ones to any entity conducting business, the Debtors cannot allege that they would suffer any prejudice if the ACE Claim is deemed timely.

Length of Delay.

23. In making an excusable neglect determination, courts also consider the length of delay and its potential impact on judicial proceedings. *Chemetron*, 72 F.3d at 349-50 (citing *Pioneer*, 507 U.S. at 394-95) (court concluded that a four-year delay was not, by itself, sufficient to preclude the allowance of a late filed proof of claim).

24. In this case, Insurers filed the ACE Claim immediately after determining that there was a relevant policy. The ACE Claim was received by the claims agent approximately 7 months after the Bar Date. Although Insurers acknowledge that some time had passed between the Bar Date and the filing of the ACE Claim, Insurers did file the ACE Claim as soon as it was determined that Insurers in fact had an interest in Falcon’s bankruptcy case. Moreover, the delay

will have no prejudicial affect whatsoever on the administration of these cases. The ACE Claim was filed before Debtors began the process of reviewing and objecting to claims and several months prior to confirmation of the Original Debtors' plan; Falcon's plan had yet to be confirmed. In light of the circumstances, even the seven-month delay is reasonable and is not likely to have or had any impact whatsoever on these judicial proceedings.

Reason for Delay.

25. "The third *Pioneer* factor is often the most important – 'the reason for the delay, including whether it was within the reasonable control of the movant.'" *Jin v. Metropolitan Life Ins. Co.*, 2003 WL 21436211, *3 (S.D.N.Y. June 20, 2003)(citations omitted). The *Jin* court, citing to rulings by the Eighth Circuit, emphasized that the *Pioneer* factors do not carry equal weight and that the reason-for-the-delay factor will always be critical to the inquiry. *Id.* "This focus comports with the *Pioneer* court's recognition that inadvertence, ignorance of the rules, or mistakes construing the rules do not constitute excusable neglect." *Id.*

26. "Excusable neglect is found when a party's failure to file timely a proof of claim is due to unique or extraordinary circumstances beyond the reasonable control of the delinquent party ... or the bar date notice was inadequate." *In re New York Seven-Up Bottling Company, Inc.*, 153 B.R. 21, 23 (S.D.N.Y. 1993) (internal citations omitted)(citing *Pioneer*, 507 U.S. at 380; see also *In re Arts des Provinces de France, Inc.*, 153 B.R. 144 (Bankr. S.D.N.Y. 1993) (where excusable neglect found in not filing timely proof of claim because claimant was not properly listed in debtor's schedules); *In re New York Trap Rock Corp.*, 153 B.R. 642 (Bankr. S.D.N.Y. 1993) (where claimant's late filed proof of claim allowed because it did not become aware of its claim until after bar date). Here, the reason for the Insurers' delay – failure to provide notice at the address set forth in the Falcon Policies, providing notice to the bond

services unit only and the lack of the identification of the Falcon Policies on Falcon's schedules – was entirely outside the control of Insurers and, in and of itself, constitutes excusable neglect as a matter of law.

Good Faith

27. Rarely is the absence of good faith a determinative factor in the *Pioneer* excusable neglect analysis. The presence of good faith is almost always presumed absent egregious behavior by movant or its counsel. In this case, the failure to file timely by Insurers was due to Debtors' failure to provide notice at the addresses set forth in the Falcon Policies, the failure to identify the Falcon Policies on Falcon's schedules and the failure to provide notice of the Bar Date at Insurers' general mailing address until the Debtors filed their motion to approve the Disclosure Statement. As such, Debtors cannot credibly argue that the Insurers' delay in filing the ACE Claim was a result of bad faith or that Insurers have not acted in good faith.

Conclusion

For the foregoing reasons, Insurers submit that the Debtors' Objection should be overruled and the ACE Claim deemed timely.

WHEREFORE, the Insurers respectfully request that the Court overrule the Debtors' Objection as to the ACE Claim, and that the ACE Claim be deemed timely filed and for such other and further relief as is just and proper.

Dated: New York, New York
January 7, 2014

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**UNITED STATES BANKRUPTCY COURT
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In re:)	Chapter 11
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ARCAPITA BANK B.S.C.(c) , <i>et al.</i> ,)	Case No. 12-11076 (SHL)
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Debtors.)	Jointly Administered
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**AFFIRMATION OF COUNSEL IN SUPPORT OF THE RESPONSE
OF ACE AMERICAN INSURANCE COMPANY TO DEBTORS' FIRST
OMNIBUS OBJECTION TO CLAIMS AND COUNTER-
MOTION TO HAVE LATE FILED CLAIM DEEMED TIMELY**

I, Karel S. Karpe, counsel to the Insurers;¹ herein, submits the following, under penalty of perjury.

1. I am fully familiar with the facts and circumstances herein after set forth and know them to be true, except for those stated to be upon information and belief, and as to those matters, I believe them to be true.

¹ Defined terms, unless otherwise noted, shall have the meaning ascribed to them in the Response of ACE American Insurance Company to Debtors' First Omnibus Objection to Claims and Counter-Motion to Have Late-Filed Claim Deemed Timely.

2. I submit this affirmation in support of the Response of ACE American Insurance Company to Debtors' First Omnibus Objection to Claims and Counter-Motion to Have Late-Filed Claim Deemed Timely.

3. The ACE Claim was filed to protect the rights of ACE American Insurance Company under three (3) property and casualty policies (the "Falcon Policies") issued to Debtor, Falcon Gas Storage Company ("Falcon") and its non-debtor subsidiary, Nortex Gas Storage Company LLC ("Nortex"). Each of the Falcon Policies specifies addresses to which notices and complaints related to the policies must be directed. Attached hereto as Exhibits "A", "B" and "C" are the relevant pages of the respective Falcon Policies containing the specific notice address for each policy.

4. I have reviewed the Debtors' affidavit of service for the Bar Date Notice as filed at Dkt. 338. The affidavit indicates that Debtors did not serve the Bar Date Notice at any of the service addresses set forth in the Falcon Policies. Instead, the Notice of the Bar Date was directed to Insurers' bond services division by both name "ACE BOND SERVICES" and by direction routing code "WA10G." Employees in the bond services division of Insurers were unable to determine, based on the names of the Debtors, whether Insurers had any interest in these bankruptcy cases. The only notice that was not specifically addressed to the bond services division was addressed to "Westchester **First** Insurance Company" which is not an entity related to or known to any of the Insurers.

5. In addition, I reviewed the schedules of the Debtors and noted that none of the schedules identified the Falcon Policies or any other policies issued to Falcon.

6. The only relationship between Debtors and Insurers that are noted on any of the Debtors' bankruptcy schedules are found on Arcapita Bank B.S.C.(c). Bankruptcy Schedule G

(Executory Contracts and Unexpired Leases) of that refers to an Agreement of Indemnity dated August 1, 2011. Arcapita Bank B.S.C.(c) Bankruptcy Schedule H (Codebtors and Obligors) identifies the Debtors' co-obligors (none of whom are debtors in these cases) as Chicago Condominium Investment LLC c/o Global Securitization Services LLC and First Elysian Hotel Co. LLC c/o Elysian Development Group Chicago LLC.

7. After the Bar Date, Insurers identified one or more bonds issued at the request of one or more of the Debtors' non-debtor subsidiaries, an Agreement of Indemnity executed by the above-referenced non-debtor subsidiaries and a Guaranty executed by Debtor, Arcapita Bank BSC(c). However, prior to the Bar Date, the unit of Insurers responsible for the Falcon Policies had no notice of these cases and the bond services division of Insurers were unable to ascertain what interest, if any, they had in these Chapter 11 cases.

Dated: January 7, 2014
New York, New York

/s/Karel S. Karpe
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EXHIBIT "A"

October 11, 2006

Policy No. LME3076 (AIG)

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contact your agent:

**Lockton Companies of Houston
5847 San Felipe, 3rd Floor
Houston, TX 77057**

You may contact the insurance company at the following telephone number:

(860)-277-0111

You may write to the insurance company at following address:

**ACE American Insurance Company
One Tower Square
Hartford, CT 06183**

You may contact the Texas Department of Insurance to obtain information on companies,
coverage's, rights or complaints at:

1-800-252-3439

You may write to the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104**

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact the
company first. If the dispute is not resolved, you may contact the Texas Department of
Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached
document.





ace usa

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

1-800-858-6875

You may also write to the Company at:

**ACE USA Companies
P.O. Box 152041
Irving, TX 75015-2041**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771**

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

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Information and Complaints

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de la Compania para informacion o para someter una queja d:

1-800-858-6875

Usted tambien puede escribir a la Compania:

**ACE USA Companies
P.O. Box 152041
Irving, TX 75015-2041**

Puede comunicorse con el Departamento de Seguros de Texas para obtener informacion acerca do companios, coberturos o quejas d:

1-800-252-3439

Puede escribir d Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771**

DISPUTAS SOBRE PAGOS O RECLAMOS

Si tiene una disputa concerniente a su prima o un reclamo, debe comunicorse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa puede entonces comunicorse con el departamento de Seguros en Texas.

UNA ESTE AVISO A SU POLIZA

Este aviso es solo para el proposito de informacion y no se convierte en parte o condicion del documento adjunto.

EXHIBIT "B"

October 11, 2007

Lockton Policy No. LME3715

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contact your agent:

**Lockton Companies of Houston
5847 San Felipe, 3rd Floor
Houston, TX 77057**

You may contact the insurance company at the following telephone number:

(860)-277-0111

You may write to the insurance company at following address:

**ACE American Insurance Company
One Tower Square
Hartford, CT 06183**

You may contact the Texas Department of Insurance to obtain information on companies,
coverage's, rights or complaints at:

1-800-252-3439

You may write to the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104**

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact the
company first. If the dispute is not resolved, you may contact the Texas Department of
Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached
document.





ACE USA

Information and Complaints

This information is being provided to you pursuant to the requirements of Articles 1.35, 1.35D and 21.71 of the Texas Insurance Code relating to our Toll Free information and complaint number.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

1-(800) 352-4462

You may also write to the Company at:

ACE USA
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-(800) 252 3439

You may write the Texas Department of Insurance

P. O. Box 149104
AUSTIN, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact your agent or the company first. If the dispute is not resolved you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de la Compania para informacion o para someter una queja al:

1 (800) 352-4462

Usted tambien puede escribir a la Compania:

ACE USA
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1 (800) 252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
AUSTIN, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa puede entonces comunicarse con el departamento de Seguros en Texas

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

EXHIBIT "C"



ACE USA

Information and Complaints

This information is being provided to you pursuant to the requirements of Articles 1.35, 1.35D and 21.71 of the Texas Insurance Code relating to our Toll Free information and complaint number.

IMPORTANT NOTICE

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Philadelphia, PA 19106-3703

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You may write the Texas Department of Insurance

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Usted tambien puede escribir a la Compania:

ACE USA
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