## NOTICE OF LIQUIDATION OF ARROWOOD INDEMNITY COMPANY NOTICE OF CANCELLATION OF ALL INSURANCE POLICIES ISSUED BY ARROWOOD INDEMNITY COMPANY NOTICE OF BAR DATE FOR FILING CLAIMS

## PLEASE READ THE ENCLOSED DOCUMENTS CAREFULLY AS YOUR RIGHTS MIGHT BE AFFECTED!

On November 8, 2023, Arrowood Indemnity Company, a Delaware domestic property and casualty insurance company ("Arrowood") was ordered liquidated by the Court of Chancery of the State of Delaware (the "Court"). The Honorable Trinidad Navarro, Insurance Commissioner of the State of Delaware, is the court appointed statutory Receiver of Arrowood. A copy of the Liquidation and Injunction Order with Bar Date (the "Order") is enclosed. The Order, and all subsequent proceedings concerning Arrowood, will be conducted in accordance with Chapter 59 of the Delaware Code (18 *Del. C. §* 5901 *et seq*).

Arrowood was incorporated in 1979 under its former name, Royal Indemnity Company, and was headquartered in Charlotte, NC. The company wrote property, surety, marine and transportation, workers' compensation, and casualty insurance policies or contracts and has been licensed in all fifty (50) States and the District of Columbia. Pursuant to the Order, all persons or entities are enjoined from instituting or further prosecuting any action at law or in equity, special, or other proceedings, or moving forward with any pretrial conference, trial, application for judgment, or proceedings on judgment or settlements: (1) against Arrowood except as otherwise provided in the Order; and (2) in which Arrowood is obligated to defend a party insured or any other person it is legally obligated to defend by virtue of its insurance contract for a period of 180 days from the date of the Order. All persons or entities having in their possession Assets or possible Assets of Arrowood are enjoined from transacting any business of, or on behalf of, Arrowood or selling transferring, destroying, wasting, encumbering, or disposing of any of the Assets, without the prior written permission of the Receiver or upon further Order of the Court. All persons holding Assets of, or on behalf of, Arrowood, are directed to comply with Paragraphs 16 and 17 of the Order. All persons are required to fully comply with the terms of the Order.

<u>POLICY CANCELLATION</u>: As set forth in Paragraph 21 and 22 of the Liquidation and Injunction Order with Bar Date, all insurance policies, surety bonds, and contracts of insurance issued by Arrowood, whether issued in the State of Delaware or elsewhere, in effect as the date of the Liquidation and Injunction Order with Bar Date shall only continue in force until the *earlier* of the following events: (i) the stated expiration or termination date and time of the insurance policy, surety bond, or contract of insurance; (ii) the effective date and time of a replacement insurance policy, surety bond, or contract of insurance of the same type issued by another insurer regardless of whether the coverage is identical coverage; (iii) the effective date and time that the Arrowood insurance policy, surety bond, or contract of insurance obligation is transferred to another insurer or entity authorized by law to assume such obligation; or (iv) the cancellation and termination for all purposes of the insurance policy, surety bond, or contract of insurance at 12:01 a.m. on the thirtieth (30th) calendar day from the date of this Order pursuant to Paragraph 22 of the Order.

BAR DATE: ANY AND ALL CLAIMS NOT FILED WITH THE RECEIVER ON OR BEFORE THE CLOSE OF BUSINESS ON January 15, 2025 (THE "BAR DATE") SHALL BE BARRED FROM CLASSES III THROUGH VI AS THOSE CLASSES ARE DEFINED IN 18 DEL. C. \$\$5918(e)(3) THROUGH (e)(6) AND SHALL NOT RECEIVE ANY DISTRIBUTIONS FROM THE GENERAL ASSETS OF THE ESTATE OF ARROWOOD UNLESS AND UNTIL ASSETS BECOME AVAILABLE FOR A DISTRIBUTION TO CLASS VII CLAIMANTS AS DEFINED IN 18 DEL. C. §5918(e)(7). THIS BAR DATE SHALL SUPERSEDE ANY APPLICABLE STATUTES OF LIMITATIONS OR OTHER STATUTORY OR CONTRACTUAL TIME LIMITS WHICH HAVE NOT YET EXPIRED WHETHER ARISING UNDER DELAWARE LAW, UNDER THE APPLICABLE LAWS OF ANY OTHER JURISDICTION, OR UNDER A CONTRACT WITH ARROWOOD BUT SHALL ONLY APPLY TO CLAIMS AGAINST ARROWOOD IN THE LIQUIDATION PROCEEDINGS AND DOES NOT APPLY TO, AND EXCLUDES, CLAIMS BROUGHT BY ARROWOOD ALL CLAIMANTS SHALL ATTACH TO SUCH PROOF OF CLAIM DOCUMENTATION SUFFICIENT TO SUPPORT SUCH CLAIM. FOR NON-CONTINGENT CLAIMS, THE FILED CLAIMS SHALL NOT BE REQUIRED TO BE LIQUIDATED AND ABSOLUTE ON OR BEFORE THE BAR DATE SET FORTH HEREIN. CONTINGENT AND UNLIQUIDATED CLAIMS THAT ARE PROPERLY FILED WITH THE RECEIVER IN ACCORDANCE WITH THIS ORDER SHALL ONLY BE ELIGIBLE TO SHARE IN A DISTRIBUTION OF THE ASSETS OF ARROWOOD IN ACCORDANCE WITH 18 DEL. C. §5928.

If You Have Any Questions: Until further notice, policyholders, claimants, agents, brokers, attorneys, and other persons with questions regarding Arrowood in LIQUIDATION should visit the website at: <a href="https://insurance.delaware.gov/rehab\_bureau\_Arrowood/">https://insurance.delaware.gov/rehab\_bureau\_Arrowood/</a> (Please note that there is an underline between the words "rehab" and "bureau" and "bureau" and "Arrowood" in the website address.); Call (302) 543-2496; or Contact the Deputy Receiver directly as follows:

ARROWOOD INDEMNITY COMPANY IN LIQUIDATION c/o Delaware Bureau of Rehabilitation and Liquidation 1 Righter Parkway, Suite 280 Wilmington DE 19803-1555

Receiver@ArrowoodLiq.com