

**NOTICE OF LIQUIDATION OF
AMERICAN CASUALTY REINSURANCE OF DELAWARE LLC (ACRE);**

**NOTICE OF CANCELLATION OF ALL CONTRACTS OF INSURANCE AND
REINSURANCE IN WHICH ACRE IS THE INSURER OR REINSURER; AND**

NOTICE OF BAR DATE FOR FILING CLAIMS

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

On January 7, 2025, American Casualty Reinsurance of Delaware LLC, a Delaware domestic limited liability company and special purpose captive insurance company (“ACRE”) 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 ACRE. A copy of the Liquidation and Injunction Order with Bar Date (the “Order”) is enclosed. The Order, and all subsequent proceedings concerning ACRE, will be conducted in accordance with Chapter 59 of the Delaware Code (18 *Del. C.* § 5901 *et seq.*).

ACRE is structured as a core captive insurance company with various series captive insurance companies (SCICs) and risk pooling arrangements among the SCICs. Pursuant to the Order, all persons or entities are enjoined and prohibited from instituting or further prosecuting any action at law or in equity or in other proceedings against ACRE, the Receiver, the Deputy Receiver(s), or the Designees in connection with their duties as such, or from obtaining preferences, judgments, attachments, or other like liens or encumbrances, or foreclosing upon or making any levy against ACRE, the Assets of ACRE, or exercising any right adverse to the right of ACRE to or in the Assets, or in any way interfering with the Receiver, the Deputy Receiver(s), or the Designees in their possession and control of the Assets or in the discharge of their duties hereunder. All persons or entities having in their possession Assets or possible Assets of ACRE are enjoined from transacting any business of, or on behalf of, ACRE 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, ACRE, are directed to comply with Paragraph 15 of the Order. All persons are required to fully comply with the terms of the Order.

CANCELLATION OF INSURANCE/REINSURANCE CONTRACTS: As set forth in Paragraphs 18 and 19 of the Liquidation and Injunction Order with Bar Date, all contracts of insurance or reinsurance in which ACRE is the insurer or reinsurer and 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 contract of insurance or reinsurance; (ii) the effective date and time of a replacement contract of insurance or reinsurance of the same type issued by another insurer regardless of whether the coverage is identical coverage; (iii) the effective date and time that the ACRE contract of insurance or reinsurance 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 contract of insurance or reinsurance at 12:01 a.m. on the thirtieth (30th) calendar day from the

date of this Order pursuant to Paragraph 19 of the Order.

BAR DATE: ANY AND ALL CLAIMS NOT FILED WITH THE RECEIVER ON OR BEFORE THE CLOSE OF BUSINESS ON FEBRUARY 16, 2026 (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 ACRE 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 ACRE BUT SHALL ONLY APPLY TO CLAIMS AGAINST ACRE IN THE LIQUIDATION PROCEEDINGS AND DOES NOT APPLY TO, AND EXCLUDES, CLAIMS BROUGHT BY ACRE. ALL CLAIMANTS SHALL ATTACH TO THEIR 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 ACRE 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 ACRE in LIQUIDATION should visit the website at: http://www.insurance.delaware.gov/divisions/rehab_bureau/ (Please note that there is an underline between the words "rehab" and "bureau" in the website address.); Call (302) 483-7170; or Contact the Deputy Receiver, Eugene T. Reed, directly as follows:

**American Casualty Reinsurance of Delaware LLC in Liquidation
c/o Delaware Insurance Department, Bureau of Rehabilitation and Liquidation
1 Righter Parkway, Suite 280, Wilmington DE 19803-1555**