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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK
SYRACUSE DIVISION**

In re:

The Roman Catholic Diocese of Syracuse,
New York,

Debtor.

Chapter 11

Case No. 20-30663-5-mcr

**ARROWOOD INDEMNITY COMPANY'S JOINDER IN THE LIMITED OBJECTION
OF LONDON MARKET INSURERS TO THE DIOCESE'S MOTION FOR ENTRY OF
AN ORDER ESTABLISHING A DEADLINE FOR FILING PROOFS OF CLAIM AND
APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

Arrowood Indemnity Company ("Arrowood"), hereby joins (the "Joinder"), in part, the
*Limited Objection of London Market Insurers to the Diocese's Motion for Entry of an Order
Establishing a Deadline for Filing Proofs of Claim and Approving Form and Manner of Notice*

Thereof [Docket No. 153] (the “Limited Objection”) as set forth below. In further support of this Joinder, Arrowood states as follows:

1. Arrowood provided certain insurance coverages to the Roman Catholic Diocese of Syracuse, New York (the “Diocese”) as set forth in a Special Multi-Peril insurance policy (No. NYN162802) issued by a predecessor company -- Newark Insurance Company -- for the period September 15, 1970 to September 15, 1973, but later cancelled by the Diocese effective April 16, 1973 (the “Policy”).

2. Through its agent, Marsh Risk Consulting, the Diocese has tendered to Arrowood several claims asserted against it involving alleged sexual abuse at various times and places. Coverage has been disclaimed in all of those cases because each case alleges abuse occurring outside the time period of the Policy and/or, even if within the Policy period, based on alleged incidents of abuse that took place in locations outside the scope of the “insured premises” as defined by the Policy -- specifically limited to the Diocese’s headquarters complex in Syracuse, New York. Arrowood also has fully reserved its right to deny coverage on numerous other grounds, including:

- a. The extent to which the claims do not seek damages for “bodily injury,” as defined in the Policy;
- b. The extent to which the claims seek damages for alleged “bodily injury” that was not caused by an “occurrence” as defined in the Policy;
- c. The extent to which the claims seek damages for alleged “bodily injury” that arose out of events that occurred outside the period of the Policy;
- d. The extent to which the claims seek to impose non-monetary liabilities;
- e. The extent to which the claims allege “bodily injury” that was “expected or intended” from the standpoint of the Diocese;
- f. The extent to which principles of law, including the known loss doctrine apply to bar or limit coverage;

- g. The extent to which information was misrepresented or concealed in any application or statement that preceded issuance of the Policy, or at any time material facts were otherwise concealed or misrepresented;
- h. The extent to which coverage is sought in excess of applicable “each person,” “each occurrence,” and/or “aggregate” limits of liability as set forth in the Policy, and/or whether or not multiple occurrences, as pertains to any plaintiff or claimant, are involved;
- i. The extent to which alleged “bodily injury” did not arise “out of the ownership, maintenance or use of the insured premises,” as set forth in the Policy;
- j. The extent to which alleged “bodily injury” arose out of the “ownership, maintenance, operation, use, loading or unloading” of an automobile, or by “any person in the course of his employment” by the Diocese or any insured;
- k. The extent to which notice of one or more occurrences involving events of alleged abuse was not provided as soon as practicable;
- l. The extent to which the Policy is incomplete, and additional terms, conditions, or endorsements are located that materially impact coverage, or to the extent new or additional information regarding the timing of alleged abuse events is discovered that is pertinent to coverage;
- m. The extent to which obligations under, and/or conditions set forth in, the Policy, were not fully complied with, including obligations to provide written notice as soon as practicable containing particulars regarding, (i) the time, place and circumstances of the wrongful events alleged; (ii) whether, and if so when, a plaintiff or claimant first complained of, or notified any insured regarding alleged abuse; and (iii) what steps, if any, were taken by the Diocese or others to prevent bodily injury arising from the acts of sexual abuse;
- n. The extent to which punitive, exemplary, increased statutory damages or treble damages are sought and the insurability of such damages is against public policy, and/or on the grounds that punitive damages are imposed as punishment and deterrence and not as compensation or damages because of bodily injury;
- o. The extent to which the Other Insurance provisions of the Policy requires that coverage be prorated or allocated; and
- p. The extent to which Arrowood is entitled to an allocation of amounts due, contribution from others (including other insurers of the Diocese), or recoupment of payments made, if any.

3. The Diocese filed the Motion for Entry of an Order Establishing a Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof [Docket No. 118] (“Motion”), seeking, (a) approval of March 1, 2021, as the Bar Date,¹ (b) approval of the form of the General Proof of Claim Form and the Victim Claim Form; (c) approval of the Confidentiality Protocol; (d) approval of the proposed form of the Bar Date Notice and the Publication Notice; and (e) certain related relief.

4. Like Certain Underwriters at Lloyd’s, London and solvent London Market Companies (together “LMI”), Arrowood is supportive of the establishment of the Bar Date and agrees with most of the relief requested in the Motion. However, Arrowood agrees with LMI that the Victim Claim Form should be designed to gather sufficient information to permit a fulsome evaluation of the claims. To that end, Arrowood believes the “Missing Questions” identified by LMI would help the evaluation process and foster negotiations toward a consensual plan of reorganization. Arrowood also agrees with LMI that nothing in the Motion or the claims procedures described therein should impact any parties’ discovery rights with regard to any proof of claim filed in the Diocese’s bankruptcy case. Accordingly, Arrowood joins that portion of the Limited Objection which seeks inclusion of the Missing Questions in the Victim Claim Form and clarification that all rights of discovery are fully preserved.

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¹ Unless otherwise defined, capitalized terms have the meaning set forth in the Motion.

Dated: October 8, 2020

Respectfully submitted,

/s/ Geoffrey M. Miller

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