STATE OF MICHIGAN
IN THE 30TH JUDICIAL CIRCUIT COURT
INGHAM COUNTY

MICHAEL A. COX, Attorney General of the State of Michigan, *ex rel* STATE OF MICHIGAN,

Plaintiffs,

v

AMERICAN INTERNATIONAL GROUP, INC.

Defendant.

Hon. JAMES R. GIDDINGS

Case No. 08-94-CP

D.J. Pascoe (P54041)
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FINAL JUDGMENT BY CONSENT

THIS CAUSE came on before the undersigned Judge for entry of a Final Consent Judgment between Plaintiff, the State of Michigan, by and through its Attorney General ("Plaintiff"), and Defendant, American International Group, Inc. ("AIG"), concerning arrangements by certain of AIG's domestic property casualty insurance subsidiaries, listed in Exhibit A, whose offices are situated and issue commercial insurance policies in the United States (collectively with *AIG*, the "*AIG Insurers*") with Marsh & McLennan Companies, Inc. and its affiliates or subsidiaries (collectively, "*Marsh*"). The Attorney General alleged that these arrangements, allegedly including bid-rigging and market allocations, violated various laws and resulted in the *AIG Insurers* charging artificially inflated prices for the commercial insurance

policies they sold to clients of *Marsh* and other *Producers* (as defined below). The *AIG Insurers* deny that their activities have violated the federal or state antitrust laws, applicable insurance laws, or any other federal or state laws. The *AIG Insurers* do not admit liability under the antitrust laws or applicable insurance laws by agreeing to this *Judgment*. Nonetheless, to avoid the uncertainty and expense of protracted litigation, *AIG* agrees to enter into this *Judgment*.

IT IS HEREBY ADJUDGED AND DECREED:

I. PARTIES

1. *AIG* is a Delaware corporation headquartered in New York, New York. The *AIG Insurers* have offices situated and issuing insurance policies in the United States. Certain of the *AIG Insurers* hold Certificates of Authority to conduct the business of insurance, or are otherwise authorized to issue insurance policies, in this State.

2. The Attorney General is the chief legal officer of Michigan. The Attorney General is authorized to bring this action for alleged violations of state antitrust laws as well as state laws concerning fraud, misrepresentation or similar conduct.

II. JURISDICTION

3. The Court finds that it has subject matter jurisdiction. *AIG* has consented to the personal jurisdiction of the Court for the sole purpose of responding to a Civil Investigative Demand ("CID") relating to the Attorney General's investigation of the *AIG Insurers* that conduct the business of insurance in this State and for entry of this *Judgment* that resolves the Attorney General's investigation. The Court finds that the Attorney General's complaint states a claim upon which relief may be granted.

III. DEFINITIONS

4. As used in this *Judgment*:

a) ***Base Compensation*** **means:** a specific dollar amount or percentage of the premium set at the time of each purchase, renewal, placement or servicing of a particular insurance policy and paid by the *AIG Insurer* on the *Commercial Insurance Policy.*

b) ***Captive Producer*** **means:** a *Producer* that represents only the *AIG Insurers* or which is owned or otherwise controlled by the *AIG Insurers.*

c) ***Commencement Date*** **means:** February 25, 2008.

d) ***Commercial Insurance Policy*** **means**: any contract, policy, agreement or binder of property or casualty insurance issued from a United States office of an *AIG Insurer* to a commercial or business enterprise or a governmental entity in the United States. For the avoidance of doubt, the term *Commercial Insurance Policy* does not include (i) insurance respecting a natural person's personal real property, personal automobile, or personal umbrella coverage; (ii) group or individual (a) fixed and variable life insurance, (b) fixed and variable, immediate and deferred annuities, (c) accidental death and dismemberment insurance, (d) short and long term disability insurance, (e) long term care insurance, (f) accident and health insurance, including vision and dental insurance, (g) credit insurance, (h) involuntary unemployment insurance, (*i*) guaranteed investment contracts, and (j) funding agreements (collectively, "*AIG's Life Insurance Operations*"); and (iii) any contract, policy, agreement or binder of insurance that is or was effective on or before the *Commencement Date* unless such contract, policy, agreement or binder of insurance is renewed or extended after the *Commencement Date.*

e) ***Compensation*** **means:** anything of material value given to a *Producer* including, but not limited to, money, credits, loans, forgiveness of principal or interest, vacations, prizes,

gifts or the payment of employee salaries or expenses, provided that *Compensation* shall not mean customary, non-excessive meals and entertainment expenses.

f) ***Contingent Compensation* means:** *Compensation* contingent upon any *Producer*: (a) placing a particular number of *Commercial Insurance Policies* or dollar value of premium with the *AIG Insurers*; (b) achieving a particular level of growth in the number of *Commercial Insurance Policies* placed or dollar value of premium with the *AIG Insurers*; (c) meeting a particular rate of retention or renewal of *Commercial Insurance Policies* in force with the *AIG Insurers*; (d) placing or keeping sufficient insurance business with the *AIG Insurers* to achieve a particular loss ratio or any other measure of profitability; (e) providing preferential treatment to the *AIG Insurers* in the placement process, including but not limited to giving the *AIG Insurers* last looks, first looks, rights of first refusal, or limiting the number of quotes sought from insurers for insurance placements; or (f) obtaining anything else of material value for the *AIG Insurers*. This definition does not include *Base Compensation* or *Compensation* paid to employees of the *AIG Insurers*, *Captive Producers*, or to the *AIG Insurers' Producers* that are exclusive to the *AIG Insurers* with respect to a specific line or product that is clearly and conspicuously identified in marketing materials as the *AIG Insurers'* line or product.

g) ***Hard Copy Disclosure Statement* means:** A hard copy printed version of the information contained in the *Website Disclosure* (as defined below).

h) ***Insured* means:** an individual or entity who purchases a *Commercial Insurance Policy* from an *AIG Insurer* through a *Producer*.

i) ***Notice of Disclosure of Compensation* means:** a statement the same or substantially the same as follows:

> "Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG).

> The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aigproducercompensation.com or by calling AIG at 1-800-706-3102."

j) ***Producer* means:** an insurance broker or an independent insurance agent who offers insurance for a specific product or line from more than one insurer or affiliated group of insurers; *provided however*, that the term *Producer* does not include an insurance agent who is not an independent insurance agent.

k) ***Settling Attorneys General* means:** The attorneys general of the States of Florida, Hawaii, Maryland, Michigan, Oregon, Texas and West Virginia, the Commonwealths of Massachusetts and Pennsylvania, and the District of Columbia, the Florida Department of Financial Services, and the Florida Office of Insurance Regulation.

l) ***Term* means:** The ten-year (10-year) time period during which the Court shall retain jurisdiction over enforcement of this *Judgment*, which time period shall begin on the date this *Judgment* is entered.

m) ***Website Disclosure* means**: publication on an internet website of information sufficient to inform *Insureds* of the nature and range of *Compensation*, by insurance product or line of business, paid by the *AIG Insurers* to *Producers* in the prior year. Such website disclosure shall be available at all times, *subject to ordinary or routine maintenance and other unavoidable outages,* and shall not be password or passcode protected. *Website Disclosure* containing the following information with respect to each kind of insurance product offered by the *AIG Insurers* (using NAIC annual statement reporting lines of business) will be deemed to comply with this *Judgment*:

1) A narrative describing the various forms of *Compensation* paid by the *AIG Insurers* to *Producers* in the immediately preceding calendar year;

2) The range of *Base Compensation*, broken out separately for new and renewal business, paid for all product lines, including the 1st, 50th and 99th percentile, in the immediately preceding calendar year;

3) If any *Contingent Compensation* was paid for a particular line, either individually or as part of a larger book of business, a statement that *Contingent Compensation* was paid and the percentage range of *Contingent Compensation* paid in the immediately preceding calendar year.

4) If any other *Compensation* was paid to *Producers* in connection with the placement of the *Commercial Insurance Policy*, how such *Compensation* was determined in the immediately preceding calendar year.

5) A toll-free telephone number by which an *Insured* or prospective *Insured* may obtain the information set forth in the *Website Disclosure*.

The *AIG Insurers* shall have the right to include any and all additional information not inconsistent with this *Judgment* in the *Website Disclosure*, whether to comply with obligations under any other regulatory agreement, or otherwise.

IV. TERMS

A. Compliance Program

5. Pursuant to agreements with the Securities & Exchange Commission ("*SEC*"), the New York Attorney General ("*NYAG*"), and New York State Insurance Department ("*NYDOI*"), *AIG* has retained an independent consultant (the "*Consultant*") to conduct a comprehensive examination and review of the areas specified below and to make recommendations to the Board

of Directors of *AIG*, the *SEC*, the *NYAG*, and the Superintendent of the *NYDOI*. The scope of the Consultant's review includes:

a. *AIG's* internal controls over financial reporting (the Consultant may, if appropriate, rely on *AIG's* independent accountant's attestation and report on management's assessment of the effectiveness of *AIG's* internal control structure and procedures pursuant to Section 404 of the Sarbanes-Oxley Act);

b. The organization and reporting structure of *AIG's* internal audit department and *AIG's* disclosure committee (which is described in Exhibit B to *AIG's* Consent and Undertakings entered with the *SEC*);

c. The policies, procedures and effectiveness of *AIG's* regulatory, compliance and legal functions, including the operations of any committees established to review and approve transactions or for the purpose of preventing the recording of transactions or financial reporting results in a manner inconsistent with Generally Accepted Accounting Principles ("GAAP") and Statements of Statutory Accounting Principles ("SSAP");

d. *AIG's* records management and retention policies and procedures;

e. The adequacy of whistleblower procedures designed to allow employees and others to report confidentially matters that may have bearing on the company's financial reporting obligations;

f. The training and education program established pursuant to *AIG's* Consent and Undertakings entered with the *SEC*;

g. The reforms that *AIG* has implemented that are set forth in Exhibit B to *AIG's* Consent and Undertakings entered with the *SEC*; and

h. The adequacy and effectiveness of AIG's remediation plan as described in *AIG's* Consent and Undertakings entered with the *SEC*.

6. *AIG* will provide the Attorney General with copies of any final reports issued by the *Consultant* in connection with his review described in paragraph 5.

7. *AIG* will provide the Attorney General with reasonable notice of any compliance presentations required by the agreements with the *SEC*, the *NYAG*, and the *NYDOI*, and the Attorney General may, at its expense attend and witness the presentation of any such compliance presentations.

8. *AIG* agrees that it shall not eliminate material aspects of the current compliance program for a period of three years from the date this *Judgment* is entered, except on 60 days' notice to the *Settling Attorneys General*. Any such notice shall be sent, on behalf of the *Settling Attorneys General*, to:

James A. Donahue III, Esq.
Chief Deputy Attorney General
Office of the Attorney General of Pennsylvania
14th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 705 - 2523
Facsimile: (717) 705 - 7110

B. Collusion and Market Manipulation Prohibited

9. The *AIG Insurers* shall not directly or indirectly knowingly offer or provide to any *Producer* any false, fictitious, artificial, 'B' or "throw away" quote or indication. Nothing herein shall preclude the *AIG Insurers* from offering to provide or providing any quote or indication

based upon bona fide business, actuarial or underwriting considerations as determined at the time the quote or indication is given.

10. The *AIG Insurers* shall not offer to pay or pay, directly or indirectly, any *Producer* any *Compensation* in connection with the *Producer*'s solicitation of bids for the *Producer*'s clients.

11. The *AIG Insurers* shall not engage in any agreement not permitted by applicable law to fix or stabilize prices, rig bids, allocate customers, or engage in any other similar anticompetitive conduct that constitutes a violation of applicable federal or state laws.

C. Disclosure of Compensation

12. Within 60 days after the *Commencement Date*, the *AIG Insurers* shall:

a) provide the *Notice of Disclosure of Compensation* clearly and conspicuously in writing accompanying the *Insured's* final policy;

b) provide *Website Disclosure*;

c) establish a toll-free telephone number by which an *Insured* or prospective *Insured* may obtain the information set forth in the *Website Disclosure*; and

d) make available to *Producers* upon request a reasonable number of copies of the *Hard Copy Disclosure Statement.*

13. *AIG* agrees that it will not materially change the *Website Disclosure* for a period of three years from the date this *Judgment* is entered, except on 60 days' notice to and approval if deemed necessary by the *Settling Attorneys General*. Any such notice shall be sent, on behalf of the *Settling Attorneys General*, to the attorney designated in Paragraph 8.

V. PAYMENT

14. *AIG* shall make a payment to the *Settling Attorneys General* in the total aggregate amount of Twelve Million, Five Hundred Thousand Dollars ($12,500,000). The payment will be used for purposes as permitted under each State's law, at the sole discretion of each State's Attorney General. *AIG* will provide Michigan's share in two separate increments: (1) $200,000 to be paid within thirty days following the entry of this Judgment, and (2) the remainder of Michigan's share to be paid within thirty days following October 1, 2008. This payment shall be made by wire transfer, certified check, or other guaranteed funds. None of this payment shall be considered to be a fine or penalty.

VI. RESOLUTION OF CLAIMS AND INVESTIGATIONS

15. Upon entry of this *Judgment*, the Attorney General shall terminate each and every existing investigation, inquiry, claim and/or proceeding (whether formal or informal) as to any *AIG Insurer*, as to any *AIG Insurer's* respective parent, predecessors, successors, affiliates, divisions, business units and subsidiaries, and as to any current or former director, officer or employee of any of the foregoing (collectively, the "*AIG Releasees*") directly relating to the bid-rigging conspiracy, market allocation scheme, or payment of contingent commissions alleged in the *Complaint*, except that such Release shall not extend to the conduct of any former AIG employee while subsequently employed by an insurance company or broker under investigation by any of the *Settling Attorneys General*.

16. The Attorney General shall not initiate any new, or reinstate any terminated, investigation, inquiry, claim and/or proceeding (whether formal or informal) as to any *AIG Releasee* where the investigation, inquiry, claim and/or proceeding is based upon the bid-rigging

conspiracy, market allocation scheme, or payment of contingent commissions alleged in the *Complaint.*

17. Nothing in paragraph 15 or 16 above shall be deemed to release any individual or entity other than those individuals or entities that are within the definition of *AIG Releasees.* This *Judgment* does not release the *AIG Insurers* from state or federal securities law claims including, but not limited to, the claims brought by Lead Plaintiffs in In re American International Group, Inc. Securities Litigation, No. 04-Civ.-8141 (S.D.N.Y), nor from claims or regulatory matters related to reinsurance transactions or workers' compensation, or any claims arising out of damages from purchasing, holding, or selling securities in AIG.

VII. COOPERATION AND COMPLIANCE

18. **Binding on Successors and Assigns** – The terms of this *Judgment* are binding on the *AIG Insurers*, their directors, officers, managers, employees, successors and assigns. AIG acknowledges that although its subsidiaries listed in Exhibit A are not named as defendants in this action, AIG agrees that the terms of this Judgment are binding on those subsidiaries listed in Exhibit A, their directors, officers, managers, employees, successors and assigns.

19. **Cooperation** – During the *Term*, the *AIG Insurers* shall continue to fully and promptly cooperate with the Attorney General with regard to any regulatory investigation or related proceeding or action relating to the Attorney General's investigation of the *AIG Insurers'* arrangements with *Producers* described above, regarding any person, corporation or entity, including but not limited to, former employees of an *AIG Insurer*; *provided* that each person who receives documents or information pursuant to this paragraph shall, consistent with state law, (i) keep the documents or information confidential and (ii) if consistent with state law, return any documents or information received from the *AIG Insurers* by no later than ten (10) days

following the date on which any regulatory investigation or related proceeding or action is concluded. Cooperation shall include, without limitation:

a) the voluntary production (without service of subpoena) of (i) any and all non-privileged information and documents or other tangible evidence reasonably available and requested by the Attorney General in connection with an investigation based upon the acts, practices or courses of conduct that are the subject of this *Judgment*; and, (ii) any compilation or summaries of information or data that the Attorney General reasonably requests be prepared relating to such investigation;

b) the use of reasonable best efforts on the part of the *AIG Insurers* to ensure that current and former officers, directors, employees and agents of an *AIG Insurer* fully and promptly cooperate with the Attorney General in connection with any investigation based upon the acts, practices or courses of conduct that are the subject of this *Judgment* or related proceeding, including attendance (without service of a subpoena) at any proceeding as requested by the Attorney General;

c) the *AIG Insurers* shall not object to the production of non-privileged documents or witnesses on the ground that the documents or witnesses requested relate to matters outside this State;

d) with respect to any document withheld or redacted on the grounds of privilege, work product or other legal doctrine, submission of a written log by the *AIG Insurers* indicating: (i) the type of document; (ii) the date of the document; (iii) the author and each recipient of the document; (iv) the general subject matter of the document; (v) the reason for withholding the document; and (vi) the Bates number or range of the withheld document;

e) the actual or potential applicability of the McCarran-Ferguson Act to the conduct covered by the documents or witnesses requested pursuant to this paragraph shall not be a basis for withholding information in response to such a request; and

f) to determine or secure compliance with this *Judgment*, and without limiting otherwise applicable law, any duly authorized representative of the Attorney General shall be permitted, upon reasonable notice and during normal business hours:

i) access to all non-privileged books, ledgers, accounts, correspondence, memoranda, other records and documents in the possession or under the control of an *AIG Insurer*, as applicable, relating to any matters contained in this *Judgment*; and

ii) to interview officers, managers or employees of the *AIG Insurers*, as applicable, regarding any matters contained in this *Judgment*, except for matters subject to a claim of privilege.

g) *AIG* shall maintain custody of, or make arrangements to have maintained, all documents and records that relate to the bid-rigging conspiracy, market allocation scheme, or payment of contingent commissions alleged in the *Complaint* for a period of not less than six (6) years.

20. **Enforcement** – If the Attorney General believes that there has been a violation of this *Judgment* during the Term, the *AIG Insurers* shall be promptly notified in writing thereof. The Attorney General shall thereafter permit the *AIG Insurers* a reasonable opportunity to cure any alleged violation without instituting legal action. If the alleged violation is not substantially cured by the *AIG Insurers* within sixty (60) days of the notification, the Attorney General may thereafter seek to undertake any remedial action deemed appropriate. This time period may be

extended in circumstances where the sixty-day (60-day) period does not allow sufficient time to cure the alleged violation.

21. If the Attorney General prevails in any action or proceeding to enforce this *Judgment*, or in any action or proceeding otherwise arising out of or relating hereto, the Court shall award costs and expenses, including a reasonable sum for attorneys' fees.

22. **No Third Party Beneficiaries** – This *Judgment* is not intended to give any legal rights or remedies of any nature to any third party.

23. **Notices** – Except as set forth in paragraphs 8, 13, and 29, all notices required by this *Judgment* shall be sent by overnight courier, certified or registered mail, return receipt requested, postage prepaid or by hand delivery to:

If to the Attorney General:

D.J. Pascoe
Office of the Attorney General
P.O. Box 30213
Lansing, MI 48909
Telephone: (517) 335-0855

If to the AIG Insurers:

Anastasia D. Kelly, Esq.
General Counsel
American International Group, Inc.
70 Pine Street
New York, New York 10270
Telephone: (212) 770-5426

with a copy to:

Martin Flumenbaum, Esq.
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Telephone: (212) 373-3000

24. This *Judgment* shall be governed by and interpreted according to the laws of Michigan, excluding its conflict of laws provisions.

25. Nothing in this *Judgment* or any of its terms and conditions shall be interpreted to alter in any way the contractual terms of any insurance policy sold, assumed or acquired by an *AIG Insurer*. This *Judgment* is not intended to disqualify the *AIG Insurers*, or any current employee of the *AIG Insurers*, from engaging in any business in this State or in any other jurisdiction.

26. Nothing in this *Judgment* shall be admissible or serve as the basis of any disqualification for any license, privilege, grant, authority, or eligibility to hold any position as to any *AIG Insurer* in connection with any State Proceeding. For purposes of this paragraph, the term State Proceeding shall mean any proceeding (whether formal or informal, administrative or judicial) brought by or on behalf of or before any state entity, including without limitation, a proceeding in which any license or permit issued to an *AIG Insurer* or the ability of an *AIG Insurer* to do business is either challenged or being considered for any reason by such state entity; provided however, that nothing in this paragraph shall prohibit a party to this *Judgment* from enforcing any provision of the *Judgment*.

27. Nothing in this *Judgment* releases a *Producer* from its obligations to make disclosures required by law or contract to *Insureds*.

28. None of the provisions of this *Judgment* shall apply to *AIG's Life Insurance Operations*. None of the provisions of this *Judgment* shall apply to 21st Century Insurance Group or Transatlantic Holdings, Inc. The *AIG Insurers* shall not enter into any transaction with either of these entities, or engage in any conduct by virtue of its ownership interests therein for the purpose of circumventing any provision of this *Judgment*. For purposes of this *Judgment*, the

term "United States" means the fifty states and the District of Columbia, but excludes Puerto Rico and the U.S. territories and outlying areas.

29. **Modification** – If the Attorney General or the *AIG Insurers* believe that modification of this *Judgment* would be in the public interest, that party shall give notice to the other and the parties shall attempt to agree on a modification. If the parties agree on a modification, they shall jointly petition the Court to modify the *Judgment*, and such modification shall be granted unless the Court determines that the modification is contrary to the public interest. If compliance with any aspect of this *Judgment* proves impracticable, the *AIG Insurers* reserve the right to request from the *Settling Attorneys General* a modification. Any such modification request shall be sent, on behalf of the *Settling Attorneys General*, to the attorney designated in Paragraph 8.

30. **Retention of Jurisdiction** – The Court retains jurisdiction during the *Term* to enable the Attorney General or the *AIG Insurers* to apply to this Court for such further orders and directions as may be necessary and appropriate for the interpretation, modification, and enforcement of this *Judgment*. The *AIG Insurers* will not later challenge the Court's jurisdiction to enforce this *Judgment*.

31. **No Admission of Liability** – The *AIG Insurers*, desiring to resolve the Attorney General's concerns without trial or adjudication of any issue of fact or law, have consented to entry of this *Judgment*, which is not an admission of liability by the *AIG Insurers* as to any issue of fact or law. Neither this *Judgment* nor the *AIG Insurers'* agreement to its entry may be offered or received into evidence in any action as an admission of liability, whether arising before or after the entry of the *Judgment*.

Any violation of this Final Judgment may be subject to civil penalties and/or sanctions as are provided by law. This Court retains jurisdiction of this action for the purpose of carrying out

or modifying the terms of this Final Judgment, or granting such other relief as the Court deems just and proper. In accordance with the Motion for Entry of Judgment filed herewith, Defendants have waived all rights of appeal.

APPROVED AND SO ORDERED

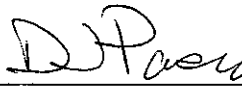
JAMES R. GIDDINGS

Judge

Date: 29 Jan 08

STIPULATED AND AGREED TO BY:

Plaintiff
Michael A. Cox, Michigan Attorney General



D.J. Pascoe (P54041)
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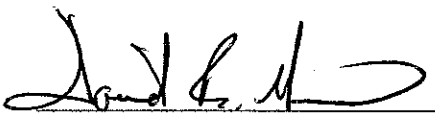
P.O. Box 30213, Lansing, MI 48909
(517) 335-0855

Date: 1/29/08

For Defendant



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101 N Main St Fl 7
Ann Arbor, MI 48104
(734) 668-7613

Date: 1/25/08

EXHIBIT A
AIG Subsidiary List

Insurance Company Name	State of Incorporation
AIG Casualty Company	Pennsylvania
AIG Excess Liability Insurance Company Ltd.	Delaware
AIU Insurance Company	New York
American International Pacific Insurance Company	Colorado
American International South Insurance Company	Pennsylvania
American International Specialty Lines Insurance Company	Illinois
American Home Assurance Company	New York
Audubon Indemnity Company	Mississippi
Audubon Insurance Company	Louisiana
Commerce and Industry Insurance Company	New York
Granite State Insurance Company	Pennsylvania
The Hartford Steam Boiler Inspection and Insurance Company	Connecticut
Illinois National Insurance Co.	Illinois
The Insurance Company of the State of Pennsylvania	Pennsylvania
Landmark Insurance Company	California
Lexington Insurance Company	Delaware
National Union Fire Insurance Company of Louisiana	Louisiana
National Union Fire Insurance Company of Pittsburgh, Pa.	Pennsylvania
New Hampshire Insurance Company	Pennsylvania