

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: BOY SCOUTS OF AMERICA AND DELAWARE BSA, LLC, Debtors.	Chapter 11 Case No.: 20-10343 (LSS) (Jointly Administered)
HARTFORD ACCIDENT AND INDEMNITY COMPANY AND FIRST STATE INSURANCE COMPANY, Plaintiffs, v. BOY SCOUTS OF AMERICA, <i>et al.</i> , Defendants.	Adv. Pro. No. 20-50601 (LSS)

**DEFENDANT GENERAL STAR INDEMNITY COMPANY'S ANSWER TO
HARTFORD A&I'S AND FIRST STATE'S COMPLAINT**

Defendant General Star Indemnity Company (“General Star”) responds to the Complaint of Plaintiffs Hartford Accident and Indemnity Company (“Hartford A&I”) and First State Insurance Company (“First State”) (together, “Plaintiffs” or “Hartford”) on knowledge, information, and belief as follows, with the paragraph numbers corresponding to those used in the Complaint. The allegations in the Complaint and the headings from the Complaint are included in this Answer for convenience only, and do not constitute allegations or averments by General Star.

GENERAL DENIAL

General Star denies each and every allegation, matter, and thing contained in the Complaint that is not expressly admitted, qualified, or answered herein.

NATURE OF THE ACTION

1. This is a comprehensive adversary proceeding seeking declaratory judgment and contribution relating to claims for insurance coverage for all underlying abuse claims against Boy Scouts of America (“BSA”) and certain of its local councils.

ANSWER: General Star admits that this is an adversary proceeding by Plaintiffs seeking declaratory judgment and contribution relating to claims for insurance coverage for claims against Boy Scouts of America (“BSA”) and certain of its local councils. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1 and therefore denies those allegations.

2. BSA has been named as a defendant in numerous lawsuits in which the underlying plaintiffs allege that they were sexually abused while participating in BSA programs (the “Underlying Lawsuits”). In addition to BSA, the underlying plaintiffs generally also name the relevant local council as a defendant in each Underlying Lawsuit.

ANSWER: General Star admits that BSA has been named as a defendant in numerous lawsuits in which plaintiffs allege that they were sexually abused while participating in BSA programs. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 2 and therefore denies those allegations.

3. BSA and certain of its local councils have sought defense and indemnity from Hartford for the Underlying Lawsuits, and disputes have arisen as to whether and the extent to which Hartford has coverage obligations for those lawsuits.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 3 and therefore denies those allegations.

4. Hartford accordingly seeks declarations regarding the parties’ respective rights and obligations under the policies that Hartford issued to BSA and/or its local councils.

ANSWER: General Star admits that Hartford has filed this proceeding seeking declaratory judgment regarding the parties’ respective rights and obligations under the policies that Hartford issued to BSA and/or its local councils. General Star lacks knowledge sufficient to form a belief

as to the truth or falsity of the remaining allegations in paragraph 4 and therefore denies those allegations.

5. On information and belief, BSA for itself and the local councils has procured primary, umbrella and excess liability insurance from the defendant insurers that provides coverage for the Underlying Lawsuits on terms and conditions similar to those found in the Hartford policies.

ANSWER: General Star admits that it has issued one or more liability insurance policies to BSA. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 5 and therefore denies those allegations.

6. To the extent that Hartford is found to have defense and/or indemnity obligations to BSA and/or its local councils for the Underlying Lawsuits, therefore, Hartford seeks an appropriate allocation of responsibility for the defense and indemnity costs of those Underlying Lawsuits, as well as contribution from the other insurers of BSA and/or its local councils.

ANSWER: General Star admits that, to the extent Hartford is found to have defense and/or indemnity obligations to BSA and/or its local councils for the claims at issue, Hartford seeks allocation and contribution. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 6 and therefore denies those allegations.

JURISDICTION AND VENUE

7. This Court has jurisdiction pursuant to 28 U.S.C. § 1334(b) because this adversary proceeding is related to the Chapter 11 case, *In re: Boy Scouts of America et al.*, pending in the United States Bankruptcy Court for the District of Delaware, case no. 20-10343 (LSS).

ANSWER: Paragraph 7 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star admits that this proceeding is related to the case, *In re: Boy Scouts of America et al.*, Case No. 20-10343-LSS (Bankr. D. Del.).

8. This Court has personal jurisdiction over Defendants pursuant to Federal Rule of Bankruptcy Procedure 7004(f).

ANSWER: Paragraph 8 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star admits that the Court has jurisdiction over it pursuant

to Federal Rule of Bankruptcy Procedure 7004(f). General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 8 and therefore denies those allegations.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1409(a).

ANSWER: Paragraph 9 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 9 and therefore denies those allegations.

10. This proceeding is a non-core proceeding pursuant to 28 U.S.C. § 157(b)(2).

ANSWER: Paragraph 10 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star admits that this proceeding is a non-core proceeding pursuant to 28 U.S.C. § 157.

PARTIES

Hartford Insurers

11. Hartford A&I is a Connecticut corporation with its principal place of business in Connecticut.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 11 and therefore denies those allegations.

12. First State is a Connecticut corporation with its principal place of business in Connecticut.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 12 and therefore denies those allegations.

BSA and Local Councils

13. On information and belief, BSA is a congressionally chartered organization with its headquarters in Irving, Texas. Prior to 1979, BSA was domiciled in New Jersey. On information and belief, BSA asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star admits that BSA is a congressionally chartered organization and that BSA has asserted rights under policies issued by General Star. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 13 and therefore denies those allegations.

14. On information and belief, Aloha Council is a not-for-profit corporation organized under the laws of Hawaii with its principal place of business in Hawaii. On information and belief, Aloha Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 14 and therefore denies those allegations.

15. On information and belief, Cascade Pacific Council is a not-for-profit corporation organized under the laws of Oregon with its principal place of business in Oregon. On information and belief, Cascade Pacific Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 15 and therefore denies those allegations.

16. On information and belief, Central Florida Council is a not-for-profit corporation organized under the laws of Florida with its principal place of business in Florida. On information and belief, Central Florida Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 16 and therefore denies those allegations.

17. On information and belief, Chief Seattle Council is a not-for-profit corporation organized under the laws of Washington with its principal place of business in Washington. On information and belief, Chief Seattle Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 17 and therefore denies those allegations.

18. On information and belief, Circle Ten Council is a not-for-profit corporation organized under the laws of Texas with its principal place of business in Texas. On information

and belief, Circle Ten Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 18 and therefore denies those allegations.

19. On information and belief, Connecticut Yankee Council is a not-for-profit corporation organized under the laws of Connecticut with its principal place of business in Connecticut. On information and belief, Connecticut Yankee Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 19 and therefore denies those allegations.

20. On information and belief, Connecticut Yankee and Fairfield County Council is a not-for-profit corporation organized under the laws of Connecticut with its principal place of business in Connecticut. On information and belief, Connecticut Yankee and Fairfield County Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 20 and therefore denies those allegations.

21. On information and belief, Crater Lake Council is a not-for-profit corporation organized under the laws of Connecticut with its principal place of business in Connecticut. On information and belief, Crater Lake Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 21 and therefore denies those allegations.

22. On information and belief, Gamehaven Council is a not-for-profit corporation organized under the laws of Connecticut with its principal place of business in Connecticut. On information and belief, Gamehaven Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 22 and therefore denies those allegations.

23. On information and belief, Glacier's Edge Council is a not-for-profit corporation organized under the laws of Wisconsin with its principal place of business in Wisconsin. On information and belief, Glacier's Edge Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 23 and therefore denies those allegations.

24. On information and belief, Great Alaska Council is a not-for-profit corporation organized under the laws of Alaska with its principal place of business in Alaska. On information and belief, Great Alaska Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 24 and therefore denies those allegations.

25. On information and belief, Greater Los Angeles Area Council is a not-for-profit corporation organized under the laws of California with its principal place of business in California. On information and belief, Greater Los Angeles Area Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 25 and therefore denies those allegations.

26. On information and belief, Inland Northwest Council is a not-for-profit corporation organized under the laws of Washington with its principal place of business in Washington. On information and belief, Inland Northwest Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 26 and therefore denies those allegations.

27. On information and belief, Katahdin Area Council is a not-for-profit corporation organized under the laws of Maine with its principal place of business in Maine. On information and belief, Katahdin Area Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 27 and therefore denies those allegations.

28. On information and belief, Lincoln Heritage Council is a not-for-profit corporation organized under the laws of Kentucky with its principal place of business in Kentucky. On information and belief, Lincoln Heritage Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 28 and therefore denies those allegations.

29. On information and belief, Longhorn Council is a not-for-profit corporation organized under the laws of Texas with its principal place of business in Texas. On information and belief, Longhorn Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 29 and therefore denies those allegations.

30. On information and belief, Longs Peak Council is a not-for-profit corporation organized under the laws of Colorado with its principal place of business in Colorado. On information and belief, Longs Peak Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 30 and therefore denies those allegations.

31. On information and belief, Mayflower Council is a not-for-profit corporation organized under the laws of Massachusetts with its principal place of business in Massachusetts. On information and belief, Mayflower Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 31 and therefore denies those allegations.

32. On information and belief, Mohegan Council is a not-for-profit corporation organized under the laws of Massachusetts with its principal place of business in Massachusetts. On information and belief, Mohegan Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 32 and therefore denies those allegations.

33. On information and belief, Montana Council is a not-for-profit corporation organized under the laws of Montana with its principal place of business in Montana. Montana Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 33 and therefore denies those allegations.

34. On information and belief, Mount Baker Council is a not-for-profit corporation organized under the laws of Washington with its principal place of business in Washington. Mount Baker Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 34 and therefore denies those allegations.

35. On information and belief, Mount Diablo Silverado Council is a not-for-profit corporation organized under the laws of California with its principal place of business in California. On information and belief, Mount Diablo Silverado Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 35 and therefore denies those allegations.

36. On information and belief, New Jersey Council is a not-for-profit corporation organized under the laws of New Jersey with its principal place of business in New Jersey. On information and belief, New Jersey Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 36 and therefore denies those allegations.

37. On information and belief, North Florida Council is a not-for-profit corporation organized under the laws of Florida with its principal place of business in Florida. On information and belief, North Florida Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 37 and therefore denies those allegations.

38. On information and belief, Northeast Georgia Council is a not-for-profit corporation organized under the laws of Georgia with its principal place of business in Georgia. On information and belief, Northeast Georgia Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 38 and therefore denies those allegations.

39. On information and belief, Northern New Jersey Council is a not-for-profit corporation organized under the laws of New Jersey with its principal place of business in New

Jersey. On information and belief, Northern New Jersey Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 39 and therefore denies those allegations.

40. On information and belief, Northern Star Council is a not-for-profit corporation organized under the laws of Minnesota with its principal place of business in Minnesota. On information and belief, Northern Star Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 40 and therefore denies those allegations.

41. On information and belief, Oregon Council is a not-for-profit corporation organized under the laws of Oregon with its principal place of business in Oregon. On information and belief, Oregon Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 41 and therefore denies those allegations.

42. On information and belief, Oregon Trail Council is a not-for-profit corporation organized under the laws of Oregon with its principal place of business in Oregon. On information and belief, Oregon Trail Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 42 and therefore denies those allegations.

43. On information and belief, Ore-Ida Council is a not-for-profit corporation organized under the laws of Idaho with its principal place of business in Idaho. On information and belief, Ore-Ida Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 43 and therefore denies those allegations.

44. On information and belief, Pacific Harbors Council is a not-for-profit corporation organized under the laws of Washington with its principal place of business in Washington. On information and belief, Pacific Harbors Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 44 and therefore denies those allegations.

45. On information and belief, Patriots' Path Council is a not-for-profit corporation organized under the laws of New Jersey with its principal place of business in New Jersey. On information and belief, Patriots' Path Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 45 and therefore denies those allegations.

46. On information and belief, Pee Dee Area Council is a not-for-profit corporation organized under the laws of South Carolina with its principal place of business in South Carolina. On information and belief, Pee Dee Area Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 46 and therefore denies those allegations.

47. On information and belief, Sagamore Council is a not-for-profit corporation organized under the laws of New Mexico with its principal place of business in New Mexico. On information and belief, Sagamore Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 47 and therefore denies those allegations.

48. On information and belief, Sam Houston Area Council is a not-for-profit corporation organized under the laws of Texas with its principal place of business in Texas. On information and belief, Sam Houston Area Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 48 and therefore denies those allegations.

49. On information and belief, Shawnee Trails Council is a not-for-profit corporation organized under the laws of Kentucky with its principal place of business in Kentucky. On information and belief, Shawnee Trails Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 49 and therefore denies those allegations.

50. On information and belief, South Florida Council is a not-for-profit corporation organized under the laws of Florida with its principal place of business in Florida. On information and belief, South Florida Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 50 and therefore denies those allegations.

51. On information and belief, Spirit of Adventure Council is a not-for-profit corporation organized under the laws of Massachusetts with its principal place of business in Massachusetts. On information and belief, Spirit of Adventure Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 51 and therefore denies those allegations.

52. On information and belief, Tidewater Council is a not-for-profit corporation organized under the laws of Virginia with its principal place of business in Virginia. On information and belief, Tidewater Council asserts rights under policies issued by Hartford and the defendant insurers in this action.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 52 and therefore denies those allegations.

BSA's Other Insurers

53. On information and belief, Insurance Company of North America ("INA") is a corporation organized under the laws of Pennsylvania with its principal place of business in Pennsylvania. On information and belief, INA issued liability policies to BSA covering the time periods January 1, 1962 to January 1, 1972 and January 1, 1978 to March 1, 1996.

ANSWER: General Star admits that Insurance Company of North America issued certain liability policies to BSA covering the time periods March 1, 1990 to March 1, 1991 and March 1, 1993 to March 1, 1996. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 53 and therefore denies those allegations.

54. On information and belief, Argonaut Insurance Company ("Argonaut") is a

corporation organized under the laws of Illinois with its principal place of business in Texas. On information and belief, Argonaut issued a liability policy to BSA covering the time period May 1, 1973 to January 1, 1975.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 54 and therefore denies those allegations.

55. On information and belief, National Union Fire Insurance Company of Pittsburgh PA (“National Union”) is a corporation organized under the laws of Pennsylvania with its principal place of business in New York. On information and belief, National Union issued liability policies to BSA covering the time periods January 1, 1975 to January 1, 1979, March 1, 1986 to March 1, 1988 and March 1, 1989 to March 1, 1990.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 55 and therefore denies those allegations.

56. On information and belief, Certain Underwriters at Lloyd’s London (“Lloyd’s”) consists of members of underwriting syndicates, which conduct or have conducted business at the insurance marketplace known as Lloyd’s, London, which is chartered under the laws of the United Kingdom. On information and belief, Lloyd’s issued liability policies to BSA covering the time periods September 17, 1976 to September 17, 1979 and January 1, 1981 to January 1, 1983.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 56 and therefore denies those allegations.

57. On information and belief, Travelers Casualty and Surety Company, Inc. (f/k/a Aetna Casualty & Surety Company) (“Travelers”) is a corporation organized under the laws of Connecticut with its principal place of business in Connecticut. On information and belief, Travelers issued liability policies to BSA covering the time period January 1, 1979 to January 1, 1981.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 57 and therefore denies those allegations.

58. On information and belief, Allianz Global Risks US Insurance Company (f/k/a Allianz Insurance Company) (“Allianz”), is a corporation organized under the laws of Illinois with its principal place of business in Illinois. On information and belief, Allianz issued a liability policy to BSA covering the time period January 1, 1980 to January 1, 1981.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 58 and therefore denies those allegations.

59. On information and belief, Transit Casualty Insurance Company (“Transit”) is a corporation organized under the laws of Missouri with its principal place of business in California. On information and belief, Transit was declared insolvent and the subsequent receivership has been closed. Accordingly, Transit is not named as a party herein.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 59 and therefore denies those allegations.

60. On information and belief, National Surety Corporation (“National Surety”) is a corporation organized under the laws of Delaware with its principal place of business in Illinois. On information and belief, National Surety issued liability policies to BSA covering the time periods January 1, 1983 to January 1, 1985 and October 19, 1990 to March 1, 1997.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 60 and therefore denies those allegations.

61. On information and belief, Mission National Insurance Company (“Mission”) is a corporation organized under the laws of California with its principal place of business in Massachusetts. On information and belief, Mission was declared insolvent and the subsequent receivership has been closed. Accordingly, Mission is not named as a party herein.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 61 and therefore denies those allegations.

62. On information and belief, Landmark Insurance Company (“Landmark”) was a corporation organized under the laws of the California with its principal place of business in Massachusetts. On information and belief, Landmark has merged with National Union Fire Insurance Company of Pittsburgh, PA, the latter being the surviving entity. On information and belief, Landmark issued a liability policy to BSA covering the time period December 31, 1984 to March 1, 1986.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 62 and therefore denies those allegations.

63. On information and belief, Columbia Casualty Company (“Columbia”) is a corporation organized under the laws of Illinois with its principal place of business in Illinois. On information and belief, Columbia issued a liability policy to BSA covering the time period January 1, 1985 to March 1, 1986.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 63 and therefore denies those allegations.

64. On information and belief, Highlands Insurance Company (“Highlands”) was a corporation organized under the laws of Texas with its principal place of business in New Jersey. On information and belief, Highlands is currently in receivership. Accordingly, it is not named as a party herein.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 64 and therefore denies those allegations.

65. On information and belief, Arrowood Indemnity Company (f/k/a Royal Indemnity Company) (“Arrowood”) is a corporation organized under the laws of Delaware with its principal place of business in North Carolina. On information and belief, Arrowood issued liability policies to BSA covering the time periods December 31, 1984 to March 1, 1986 and March 1, 1989 to March 1, 1991.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 65 and therefore denies those allegations.

66. On information and belief, Federal Insurance Company (“Federal”) is a corporation organized under the laws of Indiana with its principal place of business in New Jersey. On information and belief, Federal issued liability policies to BSA covering the time periods December 31, 1984 to March 1, 1986 and March 1, 1988 to March 1, 1994.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 66 and therefore denies those allegations.

67. On information and belief, United States Fire Insurance Company (“U.S. Fire”) is a corporation organized under the laws of Delaware with its principal place of business in New Jersey. On information and belief, U.S. Fire issued liability policies to BSA covering the time period March 1, 1986 to March 1, 1990.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 67 and therefore denies those allegations.

68. On information and belief, Utica Mutual Insurance Company (“Utica”) is a corporation organized under the laws of New York with its principal place of business in New York. On information and belief, Utica issued a liability policy to BSA covering the time period March 1, 1986 to March 1, 1987.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 68 and therefore denies those allegations.

69. On information and belief, Pacific Employers Insurance Company (“Pacific

Employers”) is a corporation organized under the laws of Pennsylvania with its principal place of business in Pennsylvania. On information and belief, Pacific Employers issued a liability policy to BSA covering the time period April 1, 1986 to March 1, 1987.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 69 and therefore denies those allegations.

70. On information and belief, Harbor Insurance Company (“Harbor”) is a corporation organized under the laws of Oklahoma with its principal place of business in Oklahoma. On information and belief, Harbor issued a liability policy to BSA covering the time period May 20, 1986 to March 1, 1987.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 70 and therefore denies those allegations.

71. On information and belief, St. Paul Surplus Lines Insurance Company (“St. Paul Surplus”) is a corporation organized under the laws of Delaware with its principal place of business in Minnesota. On information and belief, St. Paul Surplus issued a liability policy to BSA covering the time periods May 28, 1986 to March 1, 1990 and March 1, 1993 to March 1, 1997.

ANSWER: General Star admits that St. Paul Surplus Lines Insurance Company issued certain liability insurance policies to BSA covering the time period March 1, 1993 to March 1, 1996. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 71 and therefore denies those allegations.

72. On information and belief, Chubb Custom Insurance Company (“Chubb”) is a corporation organized under the laws of Delaware with its principal place of business in New Jersey. On information and belief, Chubb issued a liability policy to BSA covering the time period June 3, 1986 to March 1, 1987.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 72 and therefore denies those allegations.

73. On information and belief, Lexington Insurance Company (“Lexington”) is a corporation organized under the laws of the Delaware with its principal place of business in Massachusetts. On information and belief, Lexington issued liability policies to BSA covering the time period March 1, 1988 to March 1, 1994.

ANSWER: General Star admits that Lexington Insurance Company issued a certain liability policy to BSA covering the time period March 1, 1993 to March 1, 1994. General Star

lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 73 and therefore denies those allegations.

74. On information and belief, Reliance Insurance Company (f/k/a Planet Insurance Company) (“Reliance”) is a corporation organized under the laws of Pennsylvania with its principal place of business in Pennsylvania. On information and belief, Reliance was declared insolvent and put into receivership. Accordingly, Reliance is not named as a party herein.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 74 and therefore denies those allegations.

75. On information and belief, American Zurich Insurance Company (“Zurich”) is a corporation organized under the laws of New York with its principal place of business in Illinois. On information and belief, Zurich issued liability policies to BSA covering the time periods March 1, 1989 to March 1, 1990 and March 1, 1996 to March 1, 1997.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 75 and therefore denies those allegations.

76. On information and belief, The Insurance Company of the State of Pennsylvania (“ICSOP”) is a corporation organized under the laws of Illinois with its principal place of business in New York. On information and belief, ICSOP issued a liability policy to BSA covering the time period March 1, 1990 to March 1, 1991.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 76 and therefore denies those allegations.

77. On information and belief, TIG Insurance Company as successor to merger to International Insurance Company (“International”) is a corporation organized under the laws of California with its principal place of business in New Hampshire. On information and belief, International issued liability policies to BSA covering the time periods December 31, 1984 to March 1, 1986, and March 1, 1990 to March 1, 1993.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 77 and therefore denies those allegations.

78. On information and belief, General Star Indemnity Company (“General Star”) is a corporation organized under the laws of Delaware with its principal place of business in Connecticut. On information and belief, General Star issued liability policies to BSA covering the time periods March 1, 1990 to March 1, 1991 and March 1, 1992 to March 1, 1996.

ANSWER: General Star admits that it is a Delaware corporation with a principal place of business in Connecticut. General Star admits that it issued certain liability policies to BSA, which, subject to their terms, conditions, and exclusions, provide coverage for the annual policy periods of March 1, 1990 to March 1, 1991 and March 1, 1992 through March 1, 1996.

79. On information and belief, Westchester Surplus Lines Insurance Company (f/k/a Industrial Insurance Company of Hawaii) (“Westchester Surplus”) is a corporation organized under the laws of Georgia with its principal place of business in Pennsylvania. On information and belief, Westchester Surplus issued a liability policy to BSA covering the time period March 1, 1990 to March 1, 1991.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 79 and therefore denies those allegations.

80. On information and belief, Industrial Indemnity Company (“Industrial”) is a corporation organized under the laws of Delaware with its principal place of business in Connecticut. On information and belief, Industrial issued a liability policy to BSA covering the time period March 1, 1991 to March 1, 1992.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 80 and therefore denies those allegations.

81. On information and belief, Gulf Insurance Company (“Gulf”) is a corporation organized under the laws of Connecticut with its principal place of business in Connecticut. On information and belief, Gulf issued liability policies to BSA covering the time period October 19, 1990 to March 1, 1993.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 81 and therefore denies those allegations.

82. On information and belief, Niagara Fire Insurance Company (“Niagara”) is a corporation organized under the laws of Illinois with its principal place of business in Illinois. On information and belief, Niagara issued liability policies to BSA covering the time period October 19, 1990 to March 1, 1996.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 82 and therefore denies those allegations.

83. On information and belief, California Union Insurance Company (“Cal Union”) is a corporation organized under the laws of California with its principal place of business in

Pennsylvania. On information and belief, Cal Union issued a liability policy to BSA covering the time period March 1, 1992 to March 1, 1993.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 83 and therefore denies those allegations.

84. On information and belief, Agricultural Insurance Company (“Agricultural”) is a corporation organized under the laws of Ohio with its principal place of business in Ohio. On information and belief, Agricultural issued liability policies to BSA covering the time period March 1, 1993 to March 1, 1997.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 84 and therefore denies those allegations.

85. On information and belief, Texas Pacific Indemnity Company (“Texas Pacific”) is a corporation organized under the laws of Texas with its principal place of business in New Jersey. On information and belief, Texas Pacific issued liability policies to BSA for the time period March 1, 1994 to March 1, 1997.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 85 and therefore denies those allegations.

86. On information and belief, Liberty Mutual Insurance Company (“Liberty”) is a corporation organized under the laws of Massachusetts with its principal place of business in Massachusetts. On information and belief, Liberty issued a liability policy to BSA for the time period March 1, 1996 to March 1, 1997.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 86 and therefore denies those allegations.

87. On information and belief, Continental Insurance Company (“Continental”) is a corporation organized under the laws of Pennsylvania with its principal place of business in New York. On information and belief, Continental issued a liability policy to BSA for the time period March 1, 1996 to March 1, 1997.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 87 and therefore denies those allegations.

88. The insurer defendants in Paragraphs 53-58, 60, 62-63, 65-73 and 75-88 are hereinafter collectively referred to as the “Insurer Defendants.”

ANSWER: Paragraph 88 contains a statement to which no response is required; to the extent a response is required, General Star admits that Plaintiffs use the term “Insurer Defendants” in the Complaint.

BACKGROUND

The Hartford Policies

89. Hartford A&I issued the following primary general liability policies to BSA (the “Hartford A&I Primary Policies”):

Policy Number	Policy Period
10CA43315	09/21/1971-01/01/1972
10CA43303	01/01/1972-01/01/1974
10CA43329	01/01/1974-01/01/1975
10CA43342E	01/01/1975-01/01/1976
10CA43349E	01/01/1976-01/01/1977
10CA43359E	01/01/1977-01/01/1978

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 89 and therefore denies those allegations.

90. Hartford A&I primary policies no. 10CA43349E, for policy period January 1, 1976 to January 1, 1977, and no. 10CA43359E, for policy period January 1, 1977 to January 1, 1978, were released by BSA pursuant to a confidential settlement agreement.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 90 and therefore denies those allegations.

91. The Hartford A&I Primary Policies each contain the following or substantially similar provisions:

The company will pay on behalf of the *insured* all sums which the insured shall become legally obligated to pay as *damages* because of . . . *bodily injury* . . . to which this insurance applies, caused by an *occurrence*. . . .

* * *

“Occurrence” means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the

insured.

* * *

“Bodily injury” means bodily injury, sickness or disease sustained by any person which occurs during the policy period.

* * *

Insured’s Duties in the Event of Occurrence, Claim or Suit. In the event of an *occurrence*, written notice containing particulars sufficient to identify the *insured* and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the *insured* to the company or any of its authorized agents as soon as practicable.

If claim is made or suit brought against the *insured*, the *insured*, shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

The *insured* shall cooperate with the company and, upon the company’s request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the *insured* because of *bodily injury* or *property damage* with respect to which insurance is afforded under this policy; and the *insured* shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The *insured* shall no, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 91 and therefore denies those allegations.

92. Hartford A&I issued the following umbrella liability policies to BSA (the “Hartford A&I Umbrella Policies”):

Policy Number	Policy Period
10HUA43300	05/01/1971-05/01/1972
10HUA43302	01/01/1972-01/01/1974
10HUA43331	01/01/1974-01/01/1975

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 92 and therefore denies those allegations.

93. The Hartford A&I Umbrella Policies each contain the following or substantially similar provisions:

The company will indemnify the *insured* for all sums which the *insured* shall become legally obligated to pay as damages and expenses, all as hereinafter defined as included within the term *ultimate net loss*, but reason of liability . . . because of . . . *personal injury* caused by . . . an *occurrence* which takes place during the policy period

* * *

“Occurrence” means an accident which takes place during the policy period, or that portion within the policy period of a continuous or repeated exposure to conditions, which causes *personal injury* . . . neither expected nor intended by the *insured*.

* * *

“Personal injury” means (1) bodily injury, sickness, disease, disability or shock, including death arising therefrom, or if arising out of the foregoing, mental anguish and mental injury

* * *

Notice of *Occurrence*: Whenever it appears that an *occurrence* is likely to involve indemnity under this policy, written notice thereof shall be given to the company of any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the *insured* and also reasonably obtainable information respecting the time, place and circumstances of the *occurrence*, names and addresses of the insured and of available witnesses.

* * *

Assistance and Cooperation for the *Insured*: The *insured* shall be responsible for the investigation, settlement or defense of any claim made or suit brought or proceeding instituted against the *insured* which no underlying insurer is obligated to defend. The *insured* shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgment should be settled, provided, however, that the *insured* shall make no settlement for any sum in excess of the *retained limit* without the approval of the company.

The company shall have the right and shall be given the opportunity

to associate with the *insured* or its underlying insurers, or both, in the defense and control of any claim, suit or proceeding which involves or appears reasonably likely to involve the company and in which event the *insured*, such insurers and the company shall cooperate in all things in defense of such claim, suit or proceeding.

The *insured* shall cooperate with the underlying insurers as required by the terms of the underlying insurance and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the *insured* because of *personal injury, property damage or advertising liability* with respect to which insurance is afforded under this policy or the underlying policies.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 93 and therefore denies those allegations.

94. First State issued or allegedly issued the following excess liability policies to BSA (the “First State Excess Policies”):

Policy Number	Policy Period
908954	01/01/1978-01/01/1979
927616	01/01/1979-01/01/1980
931255	01/01/1981-01/01/1983
931257	01/01/1981-01/01/1983
EU006291	03/01/1988-03/01/1989

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 94 and therefore denies those allegations.

95. Coverage under First State policies no. 931255, for policy period January 1, 1981 to January 1, 1983, and no. 931257, for policy period January 1, 1981 to January 1, 1983, if any, is limited and subject to a confidential settlement agreement.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 95 and therefore denies those allegations.

96. The First State policy no. 908954, for policy period January 1, 1978 to January 1, 1979 and First State policy no. 927616, for policy period January 1, 1979 to January 1, 1980, each contain the following or substantially similar provisions:

To indemnify the INSURED for ULTIMATE NET LOSS, as defined hereinafter, in excess of RETAINED LIMIT, as herein states, all sums which the INSURED shall be obligated to pay by

reason of the liability imposed upon the INSURED by law or liability assumed by the INSURED under contract or agreement for damages and expenses because of . . . PERSONAL INJURY . . . to which this policy applies caused by an OCCURRENCE

* * *

“OCCURRENCE” shall mean an accident or event including continuous repeated exposure to conditions, which results during the policy period in PERSONAL INJURY . . . neither expected nor intended from the standpoint of the INSURED. For the purpose of determining the limit of the Company’s liability, all personal injury . . . arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one “OCCURRENCE.”

* * *

PERSONAL INJURY . . . means . . . bodily injury, sickness, disease, disability or shock, including death at any time resulting therefrom, mental anguish, and mental injury

* * *

Notice of Occurrence, Claim or Legal Proceeding: Upon the happening of an OCCURRENCE reasonably likely to involve the COMPANY hereunder, written notice shall be given as soon as practicable to the COMPANY or any of its authorized agents. Such notice shall contain particulars sufficient to identify the INSURED and the fullest information obtainable at the time.

The INSURED shall give like notice of any claim made or legal proceeding commenced on account of such occurrence. If legal proceedings are begun, the INSURED when requested by the COMPANY, shall forward to it each paper thereon, or a copy thereof, received by the INSURED or the INSURED’s representatives, together with copies of reports made by the INSURED with respect to such claim proceedings.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 96 and therefore denies those allegations.

97. First State policy no. EU006291 for policy period March 1, 1988 to March 1, 1989 contains the following provisions:

The Company hereby agrees, subject to the limitations, terms and conditions herein-after mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the insured by law, or assumed under contract or agreement by the Named Insured for damages, direct or

consequential and expenses on account of:

(a) Personal injuries, including death at any time resulting therefrom,

(b) Property Damage,

(c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the “Underlying Umbrella insurer”.

* * *

Amendatory Endorsement
(Exception of “Dropdown”)

It is agreed that, notwithstanding any of the terms of this policy that might be construed otherwise, this insurance shall not take the place of any underlying insurance shown in the schedule of underlying insurance policies which is or becomes invalid, uncollectible or otherwise unavailable due to the insolvency of the underlying insurer. The risk of such insolvency is retained by the insured, and not by the company.

The above provisions apply to both (1) the company’s obligation to indemnify or to pay on behalf of the insured, and (2) the company’s obligation to defend.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 97 and therefore denies those allegations.

98. The Hartford A&I Primary Policies, the Hartford A&I Umbrella Policies, and the First State Excess Policies are hereinafter collectively referred to as the “Hartford Policies.”

ANSWER: Paragraph 98 contains a statement to which no response is required; to the extent a response is required, General Star admits that Plaintiffs use the term “Hartford Policies” in the Complaint.

The Sexual Abuse Lawsuits

99. Over the past several years, BSA and its local councils have been named as defendants in numerous Underlying Lawsuits in which the plaintiffs allege that they were sexually

molested while participating in BSA programs.

ANSWER: General Star admits that BSA has been named as a defendant in numerous lawsuits in which plaintiffs allege that they were sexually abused while participating in BSA programs. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 99 and therefore denies those allegations.

100. The Underlying Lawsuits generally allege that BSA knew or should have known that such injury would occur.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 100 and therefore denies those allegations.

101. The Underlying Lawsuits further generally allege that BSA knew of the widespread problem of sexual abuse by scout masters and other adult volunteers and that BSA even maintained internal files regarding potential or alleged abusers that had served as volunteers or employees in BSA programs, known as the IV Files or Perversion Files.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 101 and therefore denies those allegations.

102. Because of the significant number of Underlying Lawsuits and the increasing threat of numerous future sexual abuse claims, BSA filed a Chapter 11 proceeding on February 18, 2020, titled *In re: Boy Scouts of America et al.*, case no. 20-10343 (LSS) (Bankr. D. Del.).

ANSWER: General Star admits that BSA filed a Chapter 11 Voluntary Petition on February 18, 2020 in a case captioned, *In re: Boy Scouts of America et al.*, Case No. 20-10343-LSS (Bankr. D. Del.). General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 102 and therefore denies those allegations.

BSA's Failure to Provide Notice or Obtain Consent

103. For many years, BSA tendered Underlying Lawsuits to Hartford and Hartford defended and indemnified those claims. Hartford participated in the defense and settlement of a number of Underlying Claims, resulting in exhaustion of the applicable limits of liability of certain of the Hartford Primary Policies.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 103 and therefore denies those allegations.

104. On information and belief, BSA has failed timely to provide notice of certain Underlying Lawsuits to Hartford.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 104 and therefore denies those allegations.

105. On information and belief, BSA also has not cooperated in the defense of certain Underlying Lawsuits and has not sought Hartford's consent to settle certain Underlying Lawsuits as required under the Hartford Policies.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 105 and therefore denies those allegations.

106. On information and belief, as a result of BSA and its local councils' failure to provide notice, or failure to provide notice in a timely manner, Hartford has been unable to defend, or participate in the defense or settlement, of at least certain Underlying Lawsuits. Further, on information and belief, because of BSA and its local council's failure to seek Hartford's consent to settle at least certain Underlying Lawsuits, Hartford has not been able to participate in the settlement of at least certain Underlying Lawsuits.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 106 and therefore denies those allegations.

FIRST CLAIM FOR RELIEF
Breach of Contract -- Duty to Cooperate
As to Defendant BSA

107. Hartford repeats and realleges Paragraphs 1 through 106 as if fully set forth here.

ANSWER: General Star repeats and incorporates by reference its responses to Paragraphs 1 through 106 of the Complaint.

108. On numerous occasions, BSA has failed to cooperate with Hartford as the policies, including the Hartford A&I Primary Policies, the Hartford Umbrella Policies and the First State Excess Policies require.

ANSWER: The allegations contained in Paragraph 108 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star

lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 108 and therefore denies those allegations.

109. On information and belief, during the fall of 2019, BSA held settlement discussions and/or mediation sessions with representatives for some or all of the Underlying Lawsuits aimed at a partial or global resolution of the abuse claims against BSA, including claims for which BSA has sought or will seek coverage from Hartford.

ANSWER: The allegations contained in Paragraph 109 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 109 and therefore denies those allegations.

110. BSA neither informed Hartford of those meetings, nor did BSA invite Hartford to participate in those meetings.

ANSWER: The allegations contained in Paragraph 110 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 110 and therefore denies those allegations.

111. On information and belief, those meetings and/or mediation sessions were also attended by James Patton as a pre-petition Future Claimants' representative ("FCR") hired and paid by BSA.

ANSWER: The allegations contained in Paragraph 111 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 111 and therefore denies those allegations.

112. BSA did not seek Hartford's consent or inform Hartford that it had retained Mr. Patton to serve as a pre-petition FCR for the abuse claims.

ANSWER: The allegations contained in Paragraph 112 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star

lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 112 and therefore denies those allegations.

113. On information and belief, during the course of those meetings, BSA shared a proposed claim valuation matrix and/or a set of claim liquidation protocols with other parties, including the pre-petition FCR and counsel for some of the plaintiffs in the Underlying Lawsuits. The matrix and protocols, on further information and belief, provided information regarding what proof would be necessary for BSA to accept a claim for payment, as well as values at which claims would be paid under BSA's proposal.

ANSWER: The allegations contained in Paragraph 113 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 113 and therefore denies those allegations.

114. BSA did not seek Hartford's consent or advice in developing any claim matrix or liquidation protocols, and did not inform Hartford that it was sharing such documents with other entities, including the pre-petition FCR or plaintiffs in the Underlying Lawsuits.

ANSWER: The allegations contained in Paragraph 114 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 114 and therefore denies those allegations.

115. On information and belief, either in preparation for these meetings and/or mediation sessions, BSA disclosed to the pre-petition FCR and/or the plaintiffs in the Underlying Lawsuits sensitive and privileged information and/or documents concerning the defense of the Underlying Lawsuits.

ANSWER: The allegations contained in Paragraph 115 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 115 and therefore denies those allegations.

116. On information and belief, BSA has continued to disclose sensitive and/or privileged information concerning the Underlying Claims to plaintiffs and their representatives, including the Tort Claimants' Committee ("TCC") and the post-petition FCR.

ANSWER: The allegations contained in Paragraph 116 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 116 and therefore denies those allegations.

117. For at least some of the time since the Petition Date, BSA has maintained a data room through which it has provided certain parties-in-interest with access to documents relating to this chapter 11 case.

ANSWER: The allegations contained in Paragraph 117 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 117 and therefore denies those allegations.

118. Hartford was first provided with access to the data room on or about April 27, 2020.

ANSWER: The allegations contained in Paragraph 118 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 118 and therefore denies those allegations.

119. When BSA provided Hartford with access to the data room, Hartford discovered that it contained a number of communications containing privileged communications between BSA and its insurers regarding Underlying Lawsuits.

ANSWER: The allegations contained in Paragraph 119 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 119 and therefore denies those allegations.

120. Just days after Hartford first accessed those documents, BSA removed them from the data room.

ANSWER: The allegations contained in Paragraph 120 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 120 and therefore denies those allegations.

121. On information and belief, those documents were accessible to, and were in fact accessed by, various constituencies representing abuse claimants in this chapter 11 case including the TCC and/or the FCR.

ANSWER: The allegations contained in Paragraph 121 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 121 and therefore denies those allegations.

122. On information and belief, BSA has provided the TCC and/or the FCR with additional privileged materials, either through the data room or otherwise.

ANSWER: The allegations contained in Paragraph 122 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 122 and therefore denies those allegations.

123. On information and belief, BSA has made additional promises or assurances to the FCR, the TCC or to plaintiffs' counsel concerning the manner in which negotiations will be conducted in this case, including the values that will be set for the abuse claims.

ANSWER: The allegations contained in Paragraph 123 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 123 and therefore denies those allegations.

124. On information and belief, BSA has failed to cooperate with Hartford in other ways that have yet to be discovered by Hartford.

ANSWER: The allegations contained in Paragraph 124 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 124 and therefore denies those allegations.

125. Hartford has been prejudiced by BSA's failure to cooperate with Hartford, including conducting settlement discussions without Hartford's consent and by disclosing information that has compromised the defense of the abuse claims, including the Underlying Lawsuits.

ANSWER: The allegations contained in Paragraph 125 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 125 and therefore denies those allegations.

126. Hartford is entitled to a judgment that it does not have any coverage obligations for the abuse claims, including the Underlying Lawsuits, as a result of BSA's breach of the cooperation provisions of the Hartford Policies.

ANSWER: The allegations contained in Paragraph 126 are not directed to General Star, thus no response is required from General Star. In addition, Paragraph 126 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 126 and therefore denies those allegations.

SECOND CLAIM FOR RELIEF
Declaratory Judgment -- Number of Occurrences
As to All Defendants

127. Hartford repeats and realleges Paragraphs 1 through 126 as if fully set forth here.

ANSWER: General Star repeats and incorporates by reference its responses to Paragraphs 1 through 126 of the Complaint.

128. The Hartford A&I Primary Policies provide coverage for "bodily injury" caused by an "occurrence," which is further defined as "an accident, including continuous or repeated

exposure to conditions, which results in bodily injury . . . neither expected nor intended from the standpoint of the insured.”

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 128 and therefore denies those allegations.

129. The Hartford A&I Umbrella Policies provide coverage for “personal injury” caused by an “occurrence,” which is further defined as “an accident which takes place during the policy period, or that portion within the policy period of a continuous or repeated exposure to conditions, which causes personal injury . . . neither expected nor intended by the insured.”

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 129 and therefore denies those allegations.

130. The First State Excess Policies provide coverage for “personal injury” caused by an “occurrence,” which is further defined as “an accident or event including continuous or repeated exposure to conditions, which results during the policy period in personal injury . . . neither expected nor intended from the standpoint of the insured.”

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 130 and therefore denies those allegations.

131. The Hartford A&I Primary Policies all contain substantially similar language limiting the company’s liability for amounts arising from any one occurrence:

LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this Policy, (2) Persons or organizations who sustained bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or units of mobile equipment to which this Policy applies, the Company’s liability is limited as follows:

BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY:

A) The limit of liability stated in the schedule as applicable to “each occurrence” is the total limit of the Company’s liability for all damages because of bodily injury or property damage as a result of any one occurrence.

* * *

C) For the purpose of determining the limit of the Company’s liability, all bodily injury and property damage arising out of

continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 131 and therefore denies those allegations.

132. The Hartford Umbrella Policies and First State Excess Policies contain materially similar language.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 132 and therefore denies those allegations.

133. The Underlying Lawsuits all allege, and thereby arise from, bodily injury that resulted from BSA's failure to implement adequate safeguards to protect minors placed with the care of BSA.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 133 and therefore denies those allegations.

134. Hartford believes that payments made to settle certain Underlying Lawsuits have been sufficient to exhaust the limits of liability for certain Hartford A&I Primary Policies with respect to the Underlying Lawsuits. BSA disagrees.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 134 and therefore denies those allegations.

135. An actual and justiciable controversy exists regarding whether the Underlying Lawsuits involve one or more than one occurrence and, if more than one, then how many occurrences under each of the Hartford Policies.

ANSWER: Paragraph 135 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 135 and therefore denies those allegations.

136. To the extent coverage is provided for under the Hartford Policies, Hartford seeks a declaration as to the number of occurrence(s) under the policies.

ANSWER: General Star admits that, to the extent coverage is provided for under the Hartford Policies, as defined by the Complaint, Hartford seeks a declaration as to the number of

occurrence(s) under the policies. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 136 and therefore denies those allegations.

THIRD CLAIM FOR RELIEF

Declaratory Judgment -- No Coverage For Underlying Lawsuits Because Alleged Conduct Is Not An "Accident" and or Injury is "Expected" or "Intended" As to All Defendants

137. Hartford repeats and realleges Paragraphs 1 through 136 as if fully set forth here.

ANSWER: General Star repeats and incorporates by reference its responses to Paragraphs 1 through 136 of the Complaint.

138. The Hartford A&I Primary Policies provide coverage for "bodily injury" caused by an "occurrence," which is further defined as "an accident, including continuous or repeated exposure to conditions, which results in bodily injury . . . neither expected nor intended from the standpoint of the insured."

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 138 and therefore denies those allegations.

139. The Hartford A&I Umbrella Policies provide coverage for "personal injury" caused by an "occurrence," which is further defined as "an accident which takes place during the policy period, or that portion within the policy period of a continuous or repeated exposure to conditions, which causes personal injury . . . neither expected nor intended by the insured."

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 139 and therefore denies those allegations.

140. The First State Excess Policies provide coverage for "personal injury" caused by an "occurrence," which is further defined as "an accident or event including continuous or repeated exposure to conditions, which results during the policy period in personal injury . . . neither expected nor intended from the standpoint of the insured."

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 140 and therefore denies those allegations.

141. The Underlying Lawsuits allege that BSA knew that the alleged abusers were predators and of the widespread problem of sexual abuse by scout masters and adult volunteers.

The Underlying Lawsuits allege that BSA created and maintained a file system known as the IV Files or Perversion Files, which documented allegations of abuse by scout masters and volunteers.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 141 and therefore denies those allegations.

142. The Underlying Lawsuits allege that despite this knowledge, BSA and the local councils failed to take steps to prevent the alleged sexual abuse, did not inform the scouts or their parents of the reports of abuse and otherwise concealed the abuse.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 142 and therefore denies those allegations.

143. BSA's alleged conduct with respect to the Underlying Lawsuits does not constitute an accident and the injury alleged in the Underlying Lawsuits was expected and/or intended from the standpoint of BSA.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 143 and therefore denies those allegations.

144. Likewise, the conduct of the local councils with respect to the Underlying Lawsuits does not constitute an accident because the injury alleged in the Underlying Lawsuits was expected and/or intended from the standpoint of the relevant local council(s).

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 144 and therefore denies those allegations.

145. An actual and justiciable controversy exists regarding whether there is coverage for the Underlying Lawsuits under the Hartford Policies because the alleged injury was not caused by an occurrence under the Hartford Policies, *i.e.*, there was no "accident" and the alleged injury was expected and/or intended.

ANSWER: Paragraph 145 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 145 and therefore denies those allegations.

146. Hartford seeks a declaration that some or all of the Underlying Lawsuits do not involve injury caused by an "occurrence" under the Hartford Policies.

ANSWER: General Star admits that Hartford seeks a declaration that some or all of the claims at issue in this matter do not involve injury caused by an “occurrence” under the Hartford Policies. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 146 and therefore denies those allegations.

FOURTH CLAIM FOR RELIEF
Declaratory Judgment -- Trigger of Coverage
As to All Defendants

147. Hartford repeats and realleges Paragraphs 1 through 146 as if fully set forth here.

ANSWER: General Star repeats and incorporates by reference its responses to Paragraphs 1 through 146 of the Complaint.

148. The Hartford A&I Primary Policies provide coverage for “bodily injury,” which is defined as “bodily injury, sickness or disease sustained by any person which occurs during the policy period” caused by an “occurrence,” which is further defined as “an accident, including continuous or repeated exposure to conditions, which results in bodily injury . . . neither expected nor intended from the standpoint of the insured.”

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 148 and therefore denies those allegations.

149. On information and belief, the Policies issued to BSA and the local councils by the Insurer Defendants contain substantially similar definitions of “bodily injury.”

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 149 and therefore denies those allegations.

150. An actual and justiciable controversy exists regarding what the trigger of coverage is for the Underlying Lawsuits, including whether “bodily injury” occurs (i) only on the first date of abuse of a claimant; (ii) only on each date of abuse of a claimant; or (iii) not only on (i) or (ii) but also for some period of time after the abuse ends.

ANSWER: Paragraph 150 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 150 and therefore denies those allegations.

151. To the extent coverage is provided for under the Hartford Policies, Hartford seeks a declaration as to the appropriate trigger of coverage for the Underlying Lawsuits.

ANSWER: General Star admits that, to the extent coverage is provided for under the Hartford Policies, Hartford seeks a declaration as to the appropriate trigger of coverage for the claims at issue in this matter. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 151 and therefore denies those allegations.

FIFTH CLAIM FOR RELIEF
Declaratory Judgment -- Allocation
As to All Defendants

152. Hartford repeats and realleges Paragraphs 1 through 151 as if fully set forth here.

ANSWER: General Star repeats and incorporates by reference its responses to Paragraphs 1 through 151 of the Complaint.

153. The Hartford A&I Primary Policies, the Hartford Umbrella Policies and the First State Excess Policies each provide coverage only for “bodily injury” that occurs within each Policy’s respective policy period, and does not provide coverage for injury that occurs outside that policy period.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 153 and therefore denies those allegations.

154. On information and belief, a ripe and justiciable controversy exists among Hartford, BSA and the local councils regarding the allocation of damages for Underlying Lawsuits where (a) a plaintiff alleges abuse during multiple policy periods, and/or (b) a plaintiff alleges abuse during multiple policy periods, but suffers injury that continues past the dates of abuse into later policy periods.

ANSWER: Paragraph 154 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 154 and therefore denies those allegations.

155. To the extent coverage is provided for under the Hartford Policies for the Underlying Lawsuits, Hartford seeks a declaration regarding the applicable rule for allocating losses arising from the Underlying Lawsuits and declarations regarding Hartford A&I’s, First State’s and the Defendant Insurers’ respective allocable shares, if any, of the defense and indemnity costs incurred in the Underlying Lawsuits.

ANSWER: General Star admits that, to the extent coverage is provided for under the Hartford Policies for the claims at issue in this matter, Hartford seeks a declaration regarding the applicable rule for allocating losses arising from the claims and allocable shares. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 155 and therefore denies those allegations.

SIXTH CLAIM FOR RELIEF

***Declaratory Judgment -- No Coverage Under First State Policy EU006291
As to All Defendants***

156. Hartford repeats and realleges Paragraph 1 through 155 as if fully set forth here.

ANSWER: General Star repeats and incorporates by reference its responses to Paragraphs 1 through 155 of the Complaint.

157. First State policy no. EU006291, for policy period March 1, 1988 to March 1, 1989, provides that First State will “indemnify the Insured for all sums which the insured shall [sic] be obliged to pay . . . on account of Personal injuries . . . caused by an occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the “Underlying Umbrella Insurer.”

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 157 and therefore denies those allegations.

158. On information and belief, the Underlying Umbrella Policies contain Sexual Molestation Exclusion endorsements that exclude any claim against the insured for sexual or physical abuse or molestations of any person.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 158 and therefore denies those allegations.

159. The plaintiffs in the Underlying Lawsuits allege that they were sexually abused while participating in BSA programs.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 159 and therefore denies those allegations.

160. Because the Underlying Lawsuits allege sexual abuse or molestation, there is no coverage available for such claims under First State policy no. EU006291.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 160 and therefore denies those allegations.

161. An actual and justiciable controversy exists regarding coverage for Underlying Lawsuits under First State policy no. EU006291.

ANSWER: Paragraph 161 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 161 and therefore denies those allegations.

162. Hartford seeks a declaration that coverage for the Underlying Claims under First State policy no. EU006291 are excluded by the Sexual Molestation exclusion.

ANSWER: General Star admits that Hartford seeks a declaration that coverage for the claims at issue are excluded by a sexual molestation exclusion. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 162 and therefore denies those allegations.

SEVENTH CLAIM FOR RELIEF

***Declaratory Judgment -- No Dropdown for First State Policy EU006291
As to All Defendants***

163. Hartford repeats and realleges Paragraphs 1 through 162 as if fully set forth here.

ANSWER: General Star repeats and incorporates by reference its responses to Paragraphs 1 through 162 of the Complaint.

164. First State policy no. EU006291, for policy period March 1, 1988 to March 1, 1989, provides that “this insurance shall not take the place of any underlying insurance shown in the schedule of underlying insurance policies which is or becomes invalid, uncollectible or otherwise unavailable due to the insolvency of the underlying insurer. The risk of such insolvency is retained by the insured, and not by the company.”

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 164 and therefore denies those allegations.

165. On information and belief, Reliance issued a policy of insurance underlying First State policy no. EU00629. Reliance is now insolvent.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 165 and therefore denies those allegations.

166. To the extent, the limits of liability under the Reliance policy, or any other underlying insurance, are invalid, uncollectible or otherwise unavailable due to the insolvency of Reliance, or any other underlying insurer, First State policy no. EU006291 will not dropdown.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 166 and therefore denies those allegations.

167. An actual and justiciable controversy exists regarding whether First State policy no. EU006291 must dropdown in the case of an underlying insurer's insolvency.

ANSWER: Paragraph 167 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 167 and therefore denies those allegations.

168. To the extent First State policy no. EU006291 is found to provide coverage for the Underlying Lawsuits, Hartford seeks a declaration that First State policy no. EU006291 does not dropdown as a result of an underlying insurer's insolvency.

ANSWER: General Star admits that, to the extent First State Policy No. EU006291 is found to provide coverage for the claims at issue in this matter, Hartford seeks a declaration that the policy does not dropdown as a result of an insurer's insolvency. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 168 and therefore denies those allegations.

EIGHTH CLAIM FOR RELIEF

***Declaratory Judgment -- No Coverage For Underlying Lawsuits For Which BSA Failed To Provide Notice
As to BSA and the local councils***

169. Hartford repeats and realleges Paragraphs 1 through 168 as if fully set forth here.

ANSWER: General Star repeats and incorporates by reference its responses to Paragraphs 1 through 168 of the Complaint.

170. The Hartford A&I Primary Policies require that BSA provide “written notice” of an occurrence “as soon as practicable” and that BSA “shall give like notice of any claim made or legal proceeding commenced on account” of an occurrence.

ANSWER: The allegations contained in Paragraph 170 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 170 and therefore denies those allegations.

171. The Hartford A&I Umbrella Policies require that “[w]henver it appears that an *occurrence* is likely to involve indemnity under this policy, written notice thereof shall be given to the company of any of its authorized agents as soon as practicable.”

ANSWER: The allegations contained in Paragraph 171 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 171 and therefore denies those allegations.

172. The First State Excess Policies require that “[u]pon the happening of an OCCURRENCE reasonably likely to involve the COMPANY hereunder, written notice shall be given as soon as practicable to the COMPANY or any of its authorized agents.”

ANSWER: The allegations contained in Paragraph 172 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 172 and therefore denies those allegations.

173. For certain Underlying Lawsuits, BSA and the local council defendants did not provide notice as required by the Hartford Policies.

ANSWER: The allegations contained in Paragraph 173 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 173 and therefore denies those allegations.

174. Hartford has suffered prejudice as a result of the failure timely to deliver notice, including prejudicing Hartford's right to defend or participate in the defense or settlement of such Underlying Lawsuits, as well as to participate in the resolution of those Underlying Lawsuits.

ANSWER: The allegations contained in Paragraph 174 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 174 and therefore denies those allegations.

175. An actual and justiciable controversy exists regarding coverage exists for Underlying Lawsuits where BSA and its local councils did not provide notice or did not provide timely notice.

ANSWER: The allegations contained in Paragraph 175 are not directed to General Star, thus no response is required from General Star. In addition, Paragraph 175 contains legal conclusions to which no response is necessary; to the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 175 and therefore denies those allegations.

176. Hartford seeks a declaration that the Hartford Policies do not provide coverage for any Underlying Lawsuits for which BSA did not provide notice.

ANSWER: The allegations contained in Paragraph 176 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star admits that, Hartford seeks a declaration that the Hartford Policies do not provide coverage for claims at issue in this matter for which BSA allegedly did not provide notice. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 176 and therefore denies those allegations.

NINTH CLAIM FOR RELIEF

***Declaratory Judgment -- No Coverage For Underlying Lawsuits For Which BSA Failed
To Obtain Consent to Settle
As to BSA and the local councils***

177. Hartford repeats and realleges Paragraphs 1 through 176 as if fully set forth here.

ANSWER: General Star repeats and incorporates by reference its responses to Paragraphs 1 through 176 of the Complaint.

178. The Hartford A&I Primary Policies provide that the “*insured* shall cooperate with the company and, upon the company’s request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the *insured* because of injury or damage with respect to which insurance is afforded under this policy.”

ANSWER: The allegations contained in Paragraph 178 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 178 and therefore denies those allegations.

179. The Hartford A&I Umbrella Policies provide that “the *insured* shall make no settlement for any sum in excess of the *retained limit* without the approval of the company.”

ANSWER: The allegations contained in Paragraph 179 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 179 and therefore denies those allegations.

180. The Hartford Policies require BSA to obtain Hartford’s consent to settle the Underlying Lawsuits.

ANSWER: The allegations contained in Paragraph 180 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 180 and therefore denies those allegations.

181. For certain Underlying Claims, BSA failed to seek Hartford’s consent.

ANSWER: The allegations contained in Paragraph 181 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star

lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 181 and therefore denies those allegations.

182. On information and belief, many, if not all, of the settlements for which BSA failed to seek Hartford's consent were unreasonable.

ANSWER: The allegations contained in Paragraph 182 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 182 and therefore denies those allegations.

183. On information and belief, many, if not all, of the settlements for which BSA failed to seek Hartford's consent were unreasonable.

ANSWER: The allegations contained in Paragraph 183 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 183 and therefore denies those allegations.

184. Hartford seeks a judicial determination that the Hartford Policies do not provide coverage for any Underlying Lawsuits for which BSA failed to seek Hartford's consent.

ANSWER: The allegations contained in Paragraph 184 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star admits that, Hartford seeks a judicial determination that the Hartford Policies do not provide coverage for claims at issue in this matter for which BSA allegedly failed to seek Hartford's consent. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 184 and therefore denies those allegations.

185. In the alternative, Hartford seeks a declaration that there is no coverage for the Underlying Lawsuits that BSA settled without seeking Hartford's consent because they were unreasonable.

ANSWER: The allegations contained in Paragraph 185 are not directed to General Star, thus no response is required from General Star. To the extent a response is required, General Star admits that, Hartford seeks a declaration that there is no coverage for the Underlying Lawsuits that BSA settled allegedly without seeking Hartford's consent because they were unreasonable. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 185 and therefore denies those allegations.

TENTH CLAIM FOR RELIEF
Equitable Contribution (or other similar relief)
As to Insurer Defendants

186. Hartford repeats and realleges Paragraphs 1 through 185 as if fully set forth here.

ANSWER: General Star repeats and incorporates by reference its responses to Paragraphs 1 through 185 of the Complaint.

187. If Hartford A&I or First State are found to have obligations to defend and/or indemnify BSA and/or its local councils in connection with the Underlying Lawsuits and they have paid, or are required to pay in the future, more than their appropriate share of defense and indemnity costs incurred on account of Underlying Lawsuits, Hartford A&I and First State seek equitable contribution from the Insurer Defendants.

ANSWER: General Star admits that, to the extent necessary, Plaintiffs seek equitable contribution. General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 187 and therefore denies those allegations.

188. Subject to their terms, conditions, limits, and exclusions, the Defendant Insurers' policies potentially provide coverage to BSA and/or its local councils for their respective shares of defense costs, settlements, and/or judgements entered in some or all of the Underlying Lawsuits.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 188 and therefore denies those allegations.

189. To the extent that Hartford A&I and First State pay more than their fair share of defense or indemnity costs, Hartford A&I and First State are entitled to reimbursement from the Insurer Defendants for their appropriate share pursuant to the applicable principles of contribution.

ANSWER: General Star lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations in paragraph 189 and therefore denies those allegations.

DEFENSES

General Star asserts the affirmative defenses below. By pleading these affirmative defenses, General Star does not intend to alter the burden of proof or the burden of persuasion that otherwise exists with respect to any issue in this action. Moreover, all affirmative defenses are pleaded in the alternative and do not constitute an admission of liability or that Plaintiffs are entitled to any relief whatsoever.

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted as alleged against General Star.

SECOND DEFENSE

The claims asserted in the Complaint are barred by the applicable statute of limitations.

THIRD DEFENSE

The claims asserted in the Complaint may be barred by the equitable doctrines of laches and/or waiver.

FOURTH DEFENSE

The claims asserted in the Complaint may be barred by the doctrine of equitable estoppel.

FIFTH DEFENSE

Coverage under the policies issued by General Star to BSA (the “General Star Policies”) is subject to and limited by all applicable terms, conditions, and exclusions in the General Star Policies. There may be terms, conditions, and exclusions of the General Star Policies that operate to bar or limit coverage for some or all of the amounts for which Plaintiffs seek coverage. General

Star reserves the right to raise affirmatively any terms, conditions, and exclusions as a defense to Plaintiffs' claims, including but not limited to:

- a. Whether the underlying claims result from an "occurrence" under the General Star Policies;
- b. Whether the underlying claims trigger coverage under the General Star Policies;
- c. Whether the underlying claims allege personal injury neither expected nor intended from the standpoint of the insured;
- d. Whether the insured provided timely notice of any occurrence and/or claim in the underlying matters;
- e. Whether all applicable underlying insurance has been exhausted and/or applicable deductibles and/or retentions have been satisfied; and
- f. Any other relevant terms and conditions contained in the General Star Policies or underlying insurance policies.

SIXTH DEFENSE

In the event that General Star is found to be in any way liable in this matter, any coverage must be appropriately allocated among all insurers as well as to uninsured, self-insured and/or other-insured periods.

RESERVATION OF RIGHTS

General Star reserves the right to amend this Answer, to assert additional separate and other defenses or claims, including without limitation any defense based on any of the terms, conditions or exclusions in any General Star Policies, at law, in equity or otherwise, and to supplement, alter or change this Answer and these defenses upon discovery and investigation in this matter.

WHEREFORE, General Star respectfully requests that Plaintiffs' Complaint be dismissed with prejudice and that General Star be awarded its costs and attorneys' fees, if allowed, and such additional relief as is proper and just under the circumstances.

Dated: August 27, 2020

Respectfully submitted,

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: BOY SCOUTS OF AMERICA AND DELAWARE BSA, LLC, Debtors.	Chapter 11 Case No.: 20-10343 (LSS) (Jointly Administered)
HARTFORD ACCIDENT AND INDEMNITY COMPANY AND FIRST STATE INSURANCE COMPANY, Plaintiffs, v. BOY SCOUTS OF AMERICA, <i>et al.</i> , Defendants.	Adv. Pro. No. 20-50601 (LSS)

CERTIFICATE OF SERVICE

I, Kathleen M. Miller, hereby certify that on the 27th day of August, 2020, I caused a copy of the following document to be served on the following by email:

**DEFENDANT GENERAL STAR INDEMNITY COMPANY'S ANSWER TO
HARTFORD A&I'S AND FIRST STATE'S COMPLAINT**

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