

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

|                                     |   |                       |
|-------------------------------------|---|-----------------------|
| BOY SCOUTS OF AMERICA AND DELAWARE: | : | Chapter 11            |
| BSA, LLC,                           | : | Case No. 20-10343-LSS |
| Debtors                             | : |                       |
|                                     | : | Jointly Administered  |
| <hr/>                               |   |                       |
| HARTFORD ACCIDENT AND INDEMNITY     | : |                       |
| COMPANY and FIRST STATE INSURANCE   | : |                       |
| COMPANY,                            | : | Case No. 20-50601-LSS |
| Plaintiffs                          | : |                       |
|                                     | : |                       |
| v.                                  | : |                       |
|                                     | : |                       |
| BOY SCOUTS OF AMERICA, et al.       | : |                       |
| Defendants                          | : |                       |

**DEFENDANT ARGONAUT INSURANCE COMPANY’S ANSWER WITH  
AFFIRMATIVE DEFENSES TO PLAINTIFFS’ COMPLAINT**

Defendant Argonaut Insurance Company (“Argonaut”), by and through its attorneys, Post & Schell, P.C., by way of answer to Plaintiffs Hartford Accident and Indemnity Company (“Hartford”) and First State Insurance Company (“First State”) (collectively “plaintiffs”) Complaint, hereby responds as follow:

**NATURE OF THE ACTION**

1. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 1 of plaintiffs’ Complaint and, accordingly, said allegations are denied.
2. Upon information and belief, admitted.
3. Upon information and belief, admitted.
4. Upon information and belief, admitted.

5. Denied. The allegations contained in paragraph 5 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

6. Denied. The allegations contained in paragraph 6 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

**JURISDICTION AND VENUE**

7. The allegations contained in paragraph 7 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

8. Denied. The allegations contained in paragraph 8 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

9. Denied. The allegations contained in paragraph 9 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

10. Denied. The allegations contained in paragraph 10 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

**PARTIES**

**Hartford Insurers**

11. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 11 of plaintiffs' Complaint and, accordingly, said allegations are denied.

12. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 12 of plaintiffs' Complaint and, accordingly, said allegations are denied.

**BSA and Local Councils**

13. Upon information and belief, admitted.

14. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 14 of plaintiffs' Complaint and, accordingly, said allegations are denied.

15. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 15 of plaintiffs' Complaint and, accordingly, said allegations are denied.

16. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 16 of plaintiffs' Complaint and, accordingly, said allegations are denied.

17. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 17 of plaintiffs' Complaint and, accordingly, said allegations are denied.

18. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 18 of plaintiffs' Complaint and, accordingly, said allegations are denied.

19. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 19 of plaintiffs' Complaint and, accordingly, said allegations are denied.

20. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 20 of plaintiffs' Complaint and, accordingly, said allegations are denied.

21. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 21 of plaintiffs' Complaint and, accordingly, said allegations are denied.

22. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 22 of plaintiffs' Complaint and, accordingly, said allegations are denied.

23. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 23 of plaintiffs' Complaint and, accordingly, said allegations are denied.

24. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 24 of plaintiffs' Complaint and, accordingly, said allegations are denied.

25. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 25 of plaintiffs' Complaint and, accordingly, said allegations are denied.

26. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 26 of plaintiffs' Complaint and, accordingly, said allegations are denied.

27. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 27 of plaintiffs' Complaint and, accordingly, said allegations are denied.

28. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 28 of plaintiffs' Complaint and, accordingly, said allegations are denied.

29. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 29 of plaintiffs' Complaint and, accordingly, said allegations are denied.

30. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 30 of plaintiffs' Complaint and, accordingly, said allegations are denied.

31. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 31 of plaintiffs' Complaint and, accordingly, said allegations are denied.

32. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 32 of plaintiffs' Complaint and, accordingly, said allegations are denied.

33. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 33 of plaintiffs' Complaint and, accordingly, said allegations are denied.

34. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 34 of plaintiffs' Complaint and, accordingly, said allegations are denied.

35. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 35 of plaintiffs' Complaint and, accordingly, said allegations are denied.

36. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 36 of plaintiffs' Complaint and, accordingly, said allegations are denied.

37. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 37 of plaintiffs' Complaint and, accordingly, said allegations are denied.

38. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 38 of plaintiffs' Complaint and, accordingly, said allegations are denied.

39. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 39 of plaintiffs' Complaint and, accordingly, said allegations are denied.

40. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 40 of plaintiffs' Complaint and, accordingly, said allegations are denied.

41. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 41 of plaintiffs' Complaint and, accordingly, said allegations are denied.

42. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 42 of plaintiffs' Complaint and, accordingly, said allegations are denied.

43. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 43 of plaintiffs' Complaint and, accordingly, said allegations are denied.

44. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 44 of plaintiffs' Complaint and, accordingly, said allegations are denied.

45. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 45 of plaintiffs' Complaint and, accordingly, said allegations are denied.

46. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 46 of plaintiffs' Complaint and, accordingly, said allegations are denied.

47. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 47 of plaintiffs' Complaint and, accordingly, said allegations are denied.

48. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 48 of plaintiffs' Complaint and, accordingly, said allegations are denied.

49. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 49 of plaintiffs' Complaint and, accordingly, said allegations are denied.

50. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 50 of plaintiffs' Complaint and, accordingly, said allegations are denied.

51. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 51 of plaintiffs' Complaint and, accordingly, said allegations are denied.

52. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 52 of plaintiffs' Complaint and, accordingly, said allegations are denied.



**BSA's Other Insurers**

53. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 53 of plaintiff's Complaint and, accordingly, said allegations are denied.

54. Admitted in part; denied in part. It is admitted that Argonaut is an Illinois stock insurance company with its principal place of business in Texas. By way of further response, Argonaut issued excess umbrella liability policies to BSA for the time period May 17, 1972 to May 1, 1973 and May 1, 1973 to January 1, 1975.

55. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 55 of plaintiffs' Complaint and, accordingly, said allegations are denied.

56. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 56 of plaintiffs' Complaint and, accordingly, said allegations are denied.

57. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 57 of plaintiffs' Complaint and, accordingly, said allegations are denied.

58. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 58 of plaintiffs' Complaint and, accordingly, said allegations are denied.

59. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 59 of plaintiffs' Complaint and, accordingly, said allegations are denied.

60. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 60 of plaintiffs' Complaint and, accordingly, said allegations are denied.

61. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 61 of plaintiffs' Complaint and, accordingly, said allegations are denied.

62. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 62 of plaintiffs' Complaint and, accordingly, said allegations are denied.

63. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 63 of plaintiffs' Complaint and, accordingly, said allegations are denied.

64. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 64 of plaintiffs' Complaint and, accordingly, said allegations are denied.

65. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 65 of plaintiffs' Complaint and, accordingly, said allegations are denied.

66. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 66 of plaintiffs' Complaint and, accordingly, said allegations are denied.

67. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 67 of plaintiffs' Complaint and, accordingly, said allegations are denied.

68. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 68 of plaintiffs' Complaint and, accordingly, said allegations are denied.

69. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 69 of plaintiffs' Complaint and, accordingly, said allegations are denied.

70. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 70 of plaintiffs' Complaint and, accordingly, said allegations are denied.

71. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 71 of plaintiffs' Complaint and, accordingly, said allegations are denied.

72. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 72 of plaintiffs' Complaint and, accordingly, said allegations are denied.

73. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 73 of plaintiffs' Complaint and, accordingly, said allegations are denied.

74. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 74 of plaintiffs' Complaint and, accordingly, said allegations are denied.

75. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 75 of plaintiffs' Complaint and, accordingly, said allegations are denied.

76. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 76 of plaintiffs' Complaint and, accordingly, said allegations are denied.

77. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 77 of plaintiffs' Complaint and, accordingly, said allegations are denied.

78. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 78 of plaintiffs' Complaint and, accordingly, said allegations are denied.

79. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 79 of plaintiffs' Complaint and, accordingly, said allegations are denied.

80. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 80 of plaintiffs' Complaint and, accordingly, said allegations are denied.

81. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 81 of plaintiffs' Complaint and, accordingly, said allegations are denied.

82. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 82 of plaintiffs' Complaint and, accordingly, said allegations are denied.

83. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 83 of plaintiffs' Complaint and, accordingly, said allegations are denied.

84. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 84 of plaintiffs' Complaint and, accordingly, said allegations are denied.

85. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 85 of plaintiffs' Complaint and, accordingly, said allegations are denied.

86. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 86 of plaintiffs' Complaint and, accordingly, said allegations are denied.

87. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 87 of plaintiffs' Complaint and, accordingly, said allegations are denied.

88. Admitted.

**BACKGROUND**

**The Hartford Policies**

89. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 89 of plaintiffs' Complaint and, accordingly, said allegations are denied.

90. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 90 of plaintiffs' Complaint and, accordingly, said allegations are denied.

91. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 91 of plaintiffs' Complaint and, accordingly, said allegations are denied.

92. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 92 of plaintiffs' Complaint and, accordingly, said allegations are denied.

93. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 93 of plaintiffs' Complaint and, accordingly, said allegations are denied.

94. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 94 of plaintiffs' Complaint and, accordingly, said allegations are denied.

95. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 95 of plaintiffs' Complaint and, accordingly, said allegations are denied.

96. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 96 of plaintiffs' Complaint and, accordingly, said allegations are denied.

97. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 97 of plaintiffs' Complaint and, accordingly, said allegations are denied.

98. Admitted.

**The Sexual Abuse Lawsuits**

99. Upon information and belief, admitted.

100. Upon information and belief, based on the notifications provided to Argonaut, admitted.

101. Upon information and belief, based on the notifications provided to Argonaut, admitted.

102. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 102 of plaintiffs' Complaint and, accordingly, said allegations are denied.

**BSA's Failure to Provide Notice or Obtain Consent**

103. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 103 of plaintiffs' Complaint and, accordingly, said allegations are denied.

104. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 104 of plaintiffs' Complaint and, accordingly, said allegations are denied.

105. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 105 of plaintiffs' Complaint and, accordingly, said allegations are denied.

106. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 106 of plaintiffs' Complaint and, accordingly, said allegations are denied.

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

107. Argonaut repeats, reasserts and incorporates by reference its responses to paragraphs 1 through 106 of plaintiffs' Complaint as through fully set forth at length herein.

108. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 108 of plaintiffs' Complaint and, accordingly, said allegations are denied.

109. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 109 of plaintiffs' Complaint and, accordingly, said allegations are denied.

110. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 110 of plaintiffs' Complaint and, accordingly, said allegations are denied.

111. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 111 of plaintiffs' Complaint and, accordingly, said allegations are denied.



112. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 112 of plaintiffs' Complaint and, accordingly, said allegations are denied.

113. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 113 of plaintiffs' Complaint and, accordingly, said allegations are denied.

114. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 114 of plaintiffs' Complaint and, accordingly, said allegations are denied.

115. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 115 of plaintiffs' Complaint and, accordingly, said allegations are denied.

116. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 116 of plaintiffs' Complaint and, accordingly, said allegations are denied.

117. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 117 of plaintiffs' Complaint and, accordingly, said allegations are denied.

118. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 118 of plaintiffs' Complaint and, accordingly, said allegations are denied.

119. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 119 of plaintiffs' Complaint and, accordingly, said allegations are denied.

120. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 120 of plaintiffs' Complaint and, accordingly, said allegations are denied.

121. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 121 of plaintiffs' Complaint and, accordingly, said allegations are denied.

122. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 122 of plaintiffs' Complaint and, accordingly, said allegations are denied.

123. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 123 of plaintiffs' Complaint and, accordingly, said allegations are denied.

124. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 124 of plaintiffs' Complaint and, accordingly, said allegations are denied.

125. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 125 of plaintiffs' Complaint and, accordingly, said allegations are denied.

126. Denied. The allegations contained in paragraph 126 of plaintiffs' Complaint set forth conclusion of law to which no response by Argonaut is required. To the extent a response is deemed required, said allegations are denied.

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

127. Argonaut repeats, reasserts and incorporates by reference its responses to paragraphs 1 through 126 of plaintiffs' Complaint as though fully set forth at length herein.

128. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 128 of plaintiffs' Complaint and, accordingly, said allegations are denied.

129. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 129 of plaintiffs' Complaint and, accordingly, said allegations are denied.

130. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 130 of plaintiffs' Complaint and, accordingly, said allegations are denied.

131. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 131 of plaintiffs' Complaint and, accordingly, said allegations are denied.

132. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 132 of plaintiffs' Complaint and, accordingly, said allegations are denied.

133. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 133 of plaintiffs' Complaint and, accordingly, said allegations are denied.

134. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 134 of plaintiffs' Complaint and, accordingly, said allegations are denied.

135. Denied. The allegations contained in paragraph 135 of plaintiffs' Complaint set forth conclusion of law to which no response by Argonaut is required. To the extent a response is deemed required, said allegations are denied.

136. Upon information and belief, admitted.

**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. Argonaut repeats, reasserts and incorporates by reference its responses to paragraphs 1 through 136 of plaintiff's Complaint as though fully set forth at length herein.

138. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 138 of plaintiffs' Complaint and, accordingly, said allegations are denied.

139. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 139 of plaintiffs' Complaint and, accordingly, said allegations are denied.

140. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 140 of plaintiffs' Complaint and, accordingly, said allegations are denied.

141. Upon information and belief, based on the notifications provided to Argonaut, admitted.

142. Upon information and belief, based on the notifications provided to Argonaut, admitted.

143. Upon information and belief, based on the notifications provided to Argonaut, admitted.

144. Upon information and belief, based on the notifications provided to Argonaut, admitted.

145. Denied. The allegations contained in paragraph 145 of plaintiffs' Complaint set forth conclusion of law to which no response by Argonaut is required. To the extent a response is deemed required, said allegations are denied.

146. Upon information and belief, admitted.

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

147. Argonaut repeats, reasserts and incorporates by reference its responses to paragraphs 1 through 146 of plaintiffs' Complaint as though fully set forth at length herein.

148. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 148 of plaintiffs' Complaint and, accordingly, said allegations are denied.

149. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 149 of plaintiffs' Complaint and, accordingly, said allegations are denied.

150. Denied. The allegations contained in paragraph 150 of plaintiffs' Complaint set forth conclusion of law to which no response by Argonaut is required. To the extent a response is deemed required, said allegations are denied.

151. Upon information and belief, admitted.

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

152. Argonaut repeats, reasserts and incorporates by reference its responses to paragraphs 1 through 151 of plaintiffs' Complaint as though fully set forth at length herein.

153. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 153 of plaintiffs' Complaint and, accordingly, said allegations are denied.

154. Denied. The allegations contained in paragraph 154 of plaintiffs' Complaint set forth conclusion of law to which no response by Argonaut is required. To the extent a response is deemed required, said allegations are denied.

155. Upon information and belief, admitted.

**SIXTH CLAIM FOR RELIEF**  
***Declaratory Judgment – No Coverage Under First State Policy EU006291***  
***As to All Defendants***

156. Argonaut repeats, reasserts and incorporates by reference its responses to paragraphs 1 through 155 of plaintiffs' Complaint as though fully set forth at length herein.

157. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 157 of plaintiffs' Complaint and, accordingly, said allegations are denied.

158. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 158 of plaintiffs' Complaint and, accordingly, said allegations are denied.

159. Upon information and belief, based on the notifications provided to Argonaut, admitted.

160. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 160 of plaintiffs' Complaint and, accordingly, said allegations are denied.

161. Denied. The allegations contained in paragraph 161 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

162. Upon information and belief, admitted.

**SEVENTH CLAIM FOR RELIEF**

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

163. Argonaut repeats, reasserts and incorporates by reference its responses to paragraphs 1 through 162 of plaintiffs' Complaint as though fully set forth at length herein.

164. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 164 of plaintiffs' Complaint and, accordingly, said allegations are denied.

165. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 165 of plaintiffs' Complaint and, accordingly, said allegations are denied.

166. Denied. The allegations contained in paragraph 166 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same. By way of further response, to the extent factual averments are asserted herein, Argonaut is without or information sufficient to form a belief as to the truth or accuracy of same and, accordingly, said allegations are denied.

167. Denied. The allegations contained in paragraph 167 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

168. Upon information and belief, admitted.

**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. Argonaut repeats, reasserts and incorporates by reference its responses to paragraphs 1 through 168 of plaintiffs' Complaint as though fully set forth at length herein.

170. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 170 of plaintiffs' Complaint and, accordingly, said allegations are denied.

171. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 171 of plaintiffs' Complaint and, accordingly, said allegations are denied.

172. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 172 of plaintiffs' Complaint and, accordingly, said allegations are denied.



173. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 173 of plaintiffs' Complaint and, accordingly, said allegations are denied.

174. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 174 of plaintiffs' Complaint and, accordingly, said allegations are denied.

175. Denied. The allegations contained in paragraph 175 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

176. Upon information and belief, admitted.

**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. Argonaut repeats, reasserts and incorporates by reference its responses to paragraphs 1 through 176 of plaintiffs' Complaint as though fully set forth at length herein.

178. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 178 of plaintiffs' Complaint and, accordingly, said allegations are denied.

179. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 179 of plaintiffs' Complaint and, accordingly, said allegations are denied.

180. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 180 of plaintiffs' Complaint and, accordingly, said allegations are denied.

181. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 181 of plaintiffs' Complaint and, accordingly, said allegations are denied.

182. Denied. Argonaut is without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in paragraph 182 of plaintiffs' Complaint and, accordingly, said allegations are denied.

183. Denied. The allegations contained in paragraph 183 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

184. Upon information and belief, admitted.

185. Upon information and belief, admitted.

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

186. Argonaut repeats, reasserts and incorporates by reference its responses to paragraphs 1 through 185 of plaintiffs' Complaint as though fully set forth at length herein.

187. Upon information and belief, admitted.

188. Denied. The allegations contained in paragraph 188 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

189. Denied. The allegations contained in paragraph 189 of plaintiffs' Complaint set forth conclusions of law to which no response by Argonaut is required. To the extent a response is deemed required, Argonaut denies same.

**PRAYER FOR RELIEF**

WHEREFORE, Argonaut demands judgment in its favor, including:

- (a) a dismissal of all claims and crossclaims (if any) against it, as this Court deems appropriate;
- (b) a declaration that Argonaut is not obligated to contribute to payment of any past or future defense or indemnity costs in connection with the Underlying Lawsuits and/or any other claims asserted in this action, and that Hartford, First State, BSA, the local councils, and other parties to this action do not have the right to any other recovery from Argonaut; and
- (c) such further relief, as this Court deems just and proper.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state claims against Argonaut upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

The Complaint fails to state claims for declaratory relief against Argonaut.

**THIRD AFFIRMATIVE DEFENSE**

The obligations of Argonaut for abuse claims, including the Underlying Lawsuits, if any obligations exist, are defined by, limited by and controlled by such policy or policies of insurance as Argonaut may have issued, including the coverage defined in such policy or policies, and the conditions, terms, deductibles, retained limits, limits of liability, and exclusions set forth in such policy or policies. In addition, Argonaut reasserts each of the reservations of coverage and/or reasons for non-coverage set forth in prior communications between Argonaut and BSA.

**FOURTH AFFIRMATIVE DEFENSE**

Coverage under any Argonaut policy is due only to insureds and, therefore, to the extent that any local council is not an insured, there is no coverage.

**FIFTH AFFIRMATIVE DEFENSE**

The obligations of Argonaut for abuse claims, including the Underlying Lawsuits, if any obligations exist, are not implicated unless and until all of Hartford's underlying limits, as reflected in the Argonaut policy schedules of underlying insurance and its underwriting records, and any applicable retained limits, have been exhausted by the payment of ultimate net loss.

**SIXTH AFFIRMATIVE DEFENSE**

Argonaut has no duty under the Argonaut policies at issue in this action to drop down or otherwise replace underlying insurance or retained limits, as reflected in the Argonaut policy schedules of underlying insurance and in Argonaut's underwriting records.

**SEVENTH AFFIRMATIVE DEFENSE**

Upon information and belief, Argonaut owes no current duties to BSA or any party to this litigation.

**EIGHTH AFFIRMATIVE DEFENSE**

The claims alleged in the Complaint are barred by the applicable statutes of limitations.

**NINTH AFFIRMATIVE DEFENSE**

The claims alleged in the Complaint are barred by the equitable doctrines of laches and unclean hands.

**TENTH AFFIRMATIVE DEFENSE**

The claims alleged in the Complaint are barred by principles of waiver and estoppel.

**ELEVENTH AFFIRMATIVE DEFENSE**

Argonaut owes no obligation for abuse claims, including the Underlying Lawsuits, under any policy at issue in this action to the extent that there is no occurrence as defined by such policies or that any alleged bodily injury was either expected or intended from the standpoint of an insured.

**TWELFTH AFFIRMATIVE DEFENSE**

Argonaut owes no obligation for abuse claims, including the Underlying Lawsuits, under any policy at issue in this action to the extent underlying plaintiffs seek coverage for bodily injury that did not take place during the effective dates of the Argonaut policies.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Argonaut has not breached any obligation allegedly owed to plaintiffs, BSA, or any other party to this litigation.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Argonaut has no duty to contribute or reimburse plaintiffs, BSA, or any other party to this litigation to the extent that settlements to any underlying plaintiffs were paid on a voluntary basis, without proper notice, without consent, and/or in an unreasonable amount.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Argonaut has no duty under the Argonaut policies at issue in this action to the extent that the claims made by underlying plaintiffs constitute or arise out of known losses or losses that were in progress when the Argonaut policies were issued.

**SIXTEENTH AFFIRMATIVE DEFENSE**

Argonaut has no duty under the Argonaut policies at issue in this action to the extent an insured failed to disclose or misrepresented material facts in connection with the procurement or renewal of the Argonaut policies and/or the policies underlying the Argonaut policies.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

Argonaut has no duty under the Argonaut policies at issue in this action to the extent that the underlying plaintiffs seek punitive or exemplary damages or other relief for which insurance coverage is prohibited as a matter of law or public policy.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

Argonaut has no duty under the Argonaut policies at issue in this action to the extent that there was a failure to cooperate.

**NINETEENTH AFFIRMATIVE DEFENSE**

Should it be determined by the Court that there is insurance coverage for the matters set forth in the Complaint, liability for such coverage is more properly the responsibility of other parties, insurers or entities, including any parties, insurers or entities providing underlying insurance to local councils which insurance also protects the National Council of BSA.

**TWENTIETH AFFIRMATIVE DEFENSE**

Argonaut has no duty under the Argonaut policies at issue in this action to the extent that BSA or another insured failed to give timely notice in accordance with the terms of the Argonaut policies.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

Plaintiffs may have failed to join all necessary and indispensable parties to this litigation.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

Argonaut has no duty under the Argonaut policies at issue in this action to the extent that BSA or another insured failed to mitigate damages as described in the Complaint.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

Argonaut reserves the right to assert further defenses which may be appropriate after discovery.

WHEREFORE, Argonaut demands judgment in its favor, including:

- (a) a dismissal of all claims and crossclaims (if any) against it, as this Court deems appropriate;
- (b) a declaration that Argonaut is not obligated to contribute to payment of any past or future defense or indemnity costs in connection with the Underlying Lawsuits and/or any other claims asserted in this action, and that Hartford, First State, BSA, the local councils, and other parties to this action do not have the right to any other recovery from Argonaut; and
- (c) such further relief, as this Court deems just and proper.

POST & SCHELL, P.C.

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Argonaut Insurance Company

**CERTIFICATE OF SERVICE**

Paul Logan, attorney for defendant Argonaut Insurance Company, certifies that on this 28<sup>th</sup> day of August 2020, he caused the attached Answer with Affirmative Defenses to be electronically filed with the Court. Service of same will be made upon all counsel via the Court's ECF system.

s/Paul Logan\_\_\_\_\_