

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

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

**DEFENDANTS, TRAVELERS CASUALTY AND SURETY COMPANY, INC. (F/K/A
AETNA CASUALTY & SURETY COMPANY), ST. PAUL SURPLUS LINES
INSURANCE COMPANY AND GULF INSURANCE COMPANY’S ANSWER WITH
AFFIRMATIVE DEFENSES TO PLAINTIFFS’ COMPLAINT**

Defendants, Travelers Casualty and Surety Company, Inc. (f/k/a Aetna Casualty & Surety Company) (“Travelers C and S”), St. Paul Surplus Lines Insurance Company (“St. Paul”) and Gulf Insurance Company (“Gulf”) (collectively, “Travelers”), by and through its attorneys, REGER RIZZO & DARNALL LLP, by way of answer to Plaintiffs Hartford Accident and Indemnity Company’s (“Hartford”) and First State Insurance Company’s (“First State”) (collectively “Plaintiffs”) Complaint, hereby respond as follows:

NATURE OF THE ACTION

1. Travelers admits that this is an “adversary proceeding seeking declaratory judgment and contribution relating to claims for insurance coverage for ... underlying abuse claims against Boy Scouts of America (“BSA”) and certain of its local councils.” Travelers is without

sufficient information to form a belief as to whether this is a “comprehensive” adversary proceeding or that it addresses “all” underlying abuse claims, and leaves Plaintiffs to their proof.

2. As to those Underlying Lawsuits tendered by the BSA to Travelers for defense and indemnification under Travelers’ policies, admitted. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs’ allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

3. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs’ allegations, and leaves Plaintiffs to their proof.

4. Travelers responds that the Complaint speaks for itself. To the extent a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs’ allegations, and leaves Plaintiffs to their proof.

5. Admitted on information and belief that in those years in which BSA has insurance coverage with Travelers, the BSA procured primary, umbrella and excess policies from one or more insurers, including Travelers. As to that part of this paragraph which alleges that the policies at issue “provides[sic] coverage for the Underlying Lawsuits on terms and conditions similar to those found in the Hartford policies”, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs’ allegations and leaves Plaintiffs to their proof.

6. Travelers responds that the Complaint speaks for itself. To the extent a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs’ allegations, and leaves Plaintiffs to their proof. Travelers denies it has any “contribution” obligations to any “the other insurers of BSA and/or its local councils” with respect to Underlying Lawsuits.

JURISDICTION AND VENUE

7. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, denied.

8. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, denied.

9. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, denied.

10. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, denied.

PARTIES

Hartford Insurers

11. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

12. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

BSA and Local Councils

13. Admitted that the BSA has asserted rights under policies issued to it by Travelers with respect to Underlying Lawsuits tendered to Travelers. As to the remaining allegations in this paragraph, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

14. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

15. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

16. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

17. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

18. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

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49. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

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51. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

52. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

BSA's Other Insurers

53. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

54. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

55. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

56. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

57. Admitted that Travelers issued certain excess liability policies to the BSA with policy periods of January 1, 1979 to January 1, 1980 and January 1, 1980 to January 1, 1981 and that it is a corporation organized under the laws of Connecticut with its principal place of business in Connecticut; denied as to all other allegations in this Paragraph.

58. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

59. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

60. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

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62. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

63. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

64. Admitted that Highlands is not named as a party in this action. As to the remaining allegations, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

65. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

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67. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

68. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

69. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

70. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

71. Admitted that St. Paul Surplus issued certain excess liability policies to the BSA with policy periods of May 28, 1986 to March 1, 1990 and March 1, 1993 to March 1, 1997, and that it is a corporation organized under the laws of Delaware with its principal place of business in Connecticut; denied as to all other allegations in this Paragraph.

72. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

73. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

74. Admitted that Reliance is not named as a party in this action. As to the remaining allegations, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

75. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

76. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

77. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

78. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

79. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

80. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

81. Admitted that Gulf issued certain excess liability policies to the BSA with policy periods of October 19, 1990 to March 1, 1993, and that it is a corporation organized under the laws of Connecticut with its principal place of business in Connecticut; denied as to all other allegations in this Paragraph.

82. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

83. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

84. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

85. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

86. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

87. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

88. To the extent a response is required, admitted.

BACKGROUND

The Hartford Policies

89. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

90. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

91. The policies at issue speak for themselves. To the extent that a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations regarding the language of the policies at issue and leaves Plaintiffs to their proof.

92. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

93. The policies at issue speak for themselves. To the extent that a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations regarding the language of the policies at issue and leaves Plaintiffs to their proof.

94. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

95. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

96. The policies at issue speak for themselves. To the extent that a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of

Plaintiffs' allegations regarding the language of the policies at issue and leaves Plaintiffs to their proof.

97. The policies at issue speak for themselves. To the extent that a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations regarding the language of the policies at issue and leaves Plaintiffs to their proof.

98. To the extent a response to this paragraph is required, admitted.

The Sexual Abuse Lawsuits

99. As to those Underlying Lawsuits tendered by the BSA to Travelers for defense and indemnification under Travelers' policies, admitted. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

100. As to those Underlying Lawsuits tendered by the BSA to Travelers for defense and indemnification under Travelers' policies, admitted. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

101. As to those Underlying Lawsuits tendered by the BSA to Travelers for defense and indemnification under Travelers' policies, admitted. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

102. Admitted that the BSA filed a Chapter 11 proceeding on February 18, 2020 titled In re: Boy Scouts of America et al, case no. 20-10343. Travelers is without sufficient information to form a belief as to the remaining allegations in this paragraph and leaves Plaintiffs to their proof.

BSA's Failure to Provide Notice or Obtain Consent

103. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

104. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

105. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

106. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

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

107. Travelers repeats and restates its Responses to these Paragraphs as if fully set forth here.

108. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

109. On information and belief, admitted.

110. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

111. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

112. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

113. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

114. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

115. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations for Underlying Lawsuits that were not tendered to Travelers, and leaves Plaintiffs to their proof.

116. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations, and leaves Plaintiffs to their proof.

117. On information and belief, admitted.

118. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations, and leaves Plaintiffs to their proof.

119. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations that were not tendered to Travelers, and leaves Plaintiffs to their proof.

120. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations, and leaves Plaintiffs to their proof.

121. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations, and leaves Plaintiffs to their proof.

122. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations, and leaves Plaintiffs to their proof.

123. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations, and leaves Plaintiffs to their proof.

124. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations, and leaves Plaintiffs to their proof.

125. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations, and leaves Plaintiffs to their proof.

126. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, denied.

SECOND CLAIM FOR RELIEF

Declaratory Judgment -- Number of Occurrences As to All Defendants

127. Travelers repeats and restates its Responses to these Paragraphs as if fully set forth here.

128. The policies at issue speak for themselves. To the extent that a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations regarding the language of the policies at issue and leaves Plaintiffs to their proof.

129. The policies at issue speak for themselves. To the extent that a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of

Plaintiffs' allegations regarding the language of the policies at issue and leaves Plaintiffs to their proof.

130. The policies at issue speak for themselves. To the extent that a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations regarding the language of the policies at issue and leaves Plaintiffs to their proof.

131. The policies at issue speak for themselves. To the extent that a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations regarding the language of the policies at issue and leaves Plaintiffs to their proof.

132. The policies at issue speak for themselves. To the extent that a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations regarding the language of the policies at issue and leaves Plaintiffs to their proof.

133. As to those Underlying Lawsuits tendered to Travelers, admitted. As to Underlying Lawsuits not tendered to Travelers, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

134. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

135. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, 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. Travelers repeats and restates its Responses to these Paragraphs as if fully set forth here.

138. The Policies speak for themselves. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

139. The Policies speak for themselves. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

140. The Policies speak for themselves. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

141. As to those Underlying Lawsuits tendered to Travelers, admitted. As to Underlying Lawsuits not tendered to Travelers, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

142. As to those Underlying Lawsuits tendered to Travelers, admitted. As to Underlying Lawsuits not tendered to Travelers, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

143. As to those Underlying Lawsuits tendered to Travelers, admitted. As to Underlying Lawsuits not tendered to Travelers, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

144. As to those Underlying Lawsuits tendered to Travelers, admitted. As to Underlying Lawsuits not tendered to Travelers, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

145. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, denied.

146. Upon information and belief, admitted.

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

147. Travelers repeats and restates its Responses to these Paragraphs as if fully set forth here.

148. The Policies speak for themselves. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

149. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations regarding the language of the Policies at issue and leaves Plaintiffs to their proof.

150. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, as to Travelers on information and belief, denied.

151. On information and belief, admitted.

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

152. Travelers repeats and restates its Responses to these Paragraphs as if fully set forth here.

153. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

154. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

155. On information and belief, admitted that the Plaintiffs seek these declarations; as to all other allegations in this Paragraph of the Complaint, denied.

SIXTH CLAIM FOR RELIEF

Declaratory Judgment -- No Coverage Under First State Policy EU006291

As to All Defendants

156. Travelers repeats and restates its Responses to these Paragraphs as if fully set forth here.

157. The Policy speaks for itself. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

158. As to the pertinent Travelers policy, admitted. As to policies issued by another Defendant Insurer, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

159. As to the Underlying Lawsuits tendered to Travelers, admitted. As to Underlying Lawsuits not tendered to Travelers, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

160. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

161. As to Travelers, denied. As to other parties, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

162. Upon information and belief, admitted.

SEVENTH CLAIM FOR RELIEF

Declaratory Judgment -- No Dropdown for First State Policy EU006291

As to All Defendants

163. Travelers repeats and restates its Responses to these Paragraphs as if fully set forth here.

164. The Policy speaks for itself. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

165. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

166. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, denied. By way of further response, to the extent factual averments are asserted herein, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

167. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

168. On 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. Travelers repeats and restates its Responses to these Paragraphs as if fully set forth here.

170. The Policies speak for themselves. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

171. The Policies speak for themselves. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

172. The Policies speak for themselves. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

173. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

174. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

175. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, as to certain Underlying Lawsuits tendered to Travelers, admitted; and as to Underlying Lawsuits not tendered to Travelers, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

176. On 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. Travelers repeats and restates its Responses to these Paragraphs as if fully set forth here.

178. The Policies speak for themselves. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

179. The Policies speak for themselves. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

180. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

181. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

182. Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

183. As to Underlying Lawsuits tendered to Travelers, on information and belief, admitted.

As to Underlying Lawsuits not tendered to Travelers, Travelers is without sufficient information

to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

184. On information and belief, admitted.

185. On information and belief, admitted.

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

186. Travelers repeats and restates its Responses to these Paragraphs as if fully set forth here.

187. Denied that Travelers has or would have equitable contribution obligations to any other Insurer Defendants, including the Plaintiffs. As to the remaining allegations in this Paragraph, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

188. Admitted that subject in part to the terms, conditions, limits and exclusions of the Travelers' policies, the Policies issued by Travelers potentially provide coverage to the BSA and/or its local councils for the respective shares of each of settlements and/or judgments of certain Underlying Lawsuits; as to the Policies issued by other Defendant Insurers, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof; all remaining allegations of this Paragraph of the Complaint are denied.

189. The allegations in this Paragraph of the Plaintiffs' Complaint state conclusions of law to which no response by Travelers is required. To the extent a response is required, as to Travelers, denied. As to other Insurer Defendants, Travelers is without sufficient information to form a belief as to the truth or accuracy of Plaintiffs' allegations and leaves Plaintiffs to their proof.

PRAYER FOR RELIEF

WHEREFORE, Travelers Casualty and Surety Company, Inc. (f/k/a Aetna Casualty & Surety Company), St. Paul Surplus Lines Insurance Company and Gulf Insurance Company (collectively “Travelers”) demand judgment in their favor, including:

- (a) a dismissal of all claims and crossclaims (if any) against them, as this Court deems appropriate;
- (b) a declaration that Travelers 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 Travelers; and
- (c) such further relief, as this Court deems just and proper.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

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

SECOND AFFIRMATIVE DEFENSE

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

THIRD AFFIRMATIVE DEFENSE

The obligations of Travelers 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 Travelers 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, Travelers reasserts each of the reservations of

coverage and/or reasons for non-coverage set forth in prior communications between Travelers and BSA.

FOURTH AFFIRMATIVE DEFENSE

Coverage under any Travelers 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 Travelers 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 Travelers 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

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

SEVENTH AFFIRMATIVE DEFENSE

Upon information and belief, Travelers 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

Travelers 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

Travelers 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 Travelers policies.

THIRTEENTH AFFIRMATIVE DEFENSE

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

FOURTEENTH AFFIRMATIVE DEFENSE

Travelers 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

Travelers has no duty under the Travelers 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 Travelers policies were issued.

SIXTEENTH AFFIRMATIVE DEFENSE

Travelers has no duty under the Travelers 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 Travelers policies and/or the policies underlying the Travelers policies.

SEVENTEENTH AFFIRMATIVE DEFENSE

Travelers has no duty under the Travelers 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

Travelers has no duty under the Travelers 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

Travelers has no duty under the Travelers 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 Travelers policies.

TWENTY-FIRST AFFIRMATIVE DEFENSE

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

TWENTY-SECOND AFFIRMATIVE DEFENSE

Travelers has no duty under the Travelers 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

Travelers' obligations (if any) under its policies to the BSA and Local Councils for an Underlying Lawsuit is limited by an agreement with the BSA on its own behalf and BSA on behalf of all other insureds under its Policies with Travelers that where a claimant alleges abuse in more than one policy period, including but not limited to one or more policy period of a Travelers' policy and a policy issued by another Defendant Insurer, the only policy that responds to the claim for purposes of defense and indemnification (as applicable) is the policy in effect at the time the alleged abuse first began (the "first touch").

TWENTY-FOURTH AFFIRMATIVE DEFENSE

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

WHEREFORE, Travelers 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 Travelers 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 Travelers; and
- (c) such further relief, as this Court deems just and proper.

REGER RIZZO & DARNALL LLP

/s/ Louis J. Rizzo, Jr., Esquire

Louis J. Rizzo, Jr., Esquire (#3374)

1521 Concord Pike, Suite 305

Brandywine Plaza West

Wilmington, DE 19803

(302) 477-7100

Email: lrizzo@regerlaw.com

Attorney for Defendants,

Travelers Casualty and Surety Company,

Inc. (f/k/a Aetna Casualty & Surety

Company), St. Paul Surplus Lines Insurance

Company and Gulf Insurance Company

Dated: October 15, 2020

CERTIFICATE OF SERVICE

I, Louis J. Rizzo, Jr., Esquire, attorney for defendants Travelers Casualty and Surety Company, Inc. (f/k/a Aetna Casualty & Surety Company) (“Travelers C and S”), St. Paul Surplus Lines Insurance Company (“St. Paul”) and Gulf Insurance Company’s (“Gulf’s”) (collectively, “Travelers”), certifies that on this 15th day of October 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.

REGER RIZZO & DARNALL LLP

Dated: October 15, 2020

/s/ Louis J. Rizzo, Jr., Esquire
Louis J. Rizzo, Jr., Esquire (#3374)
1521 Concord Pike, Suite 305
Brandywine Plaza West
Wilmington, DE 19803
(302) 477-7100
Email: lrizzo@regerlaw.com

*Attorney for Defendants,
Travelers Casualty and Surety Company,
Inc. (f/k/a Aetna Casualty & Surety
Company), St. Paul Surplus Lines Insurance
Company and Gulf Insurance Company*