



Affidavit of Witness to First Class Mailing

STATE OF WISCONSIN )
)
COUNTY OF DANE ) ss.

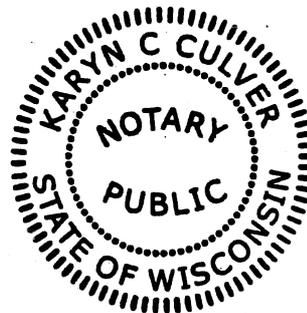
I, Marisa K. Rodgers, being first duly sworn upon oath, deposes and states as follows:

- 1. I am employed by the Office of the Commissioner of Insurance of the State of Wisconsin as an Insurance Financial Examiner, and make this affidavit on personal knowledge.
2. On May 14, 2019, May 20, 2019, and May 21, 2019, I accompanied Levi A. Olson to an official FedEx drop box in Madison, Wisconsin, and there witnessed that he personally deposited a total of 34 pre-paid Next Day Business letters, which he represented to be Notice of Liquidation and Proof of Claim Form for Northwestern National Insurance Company of Milwaukee, Wisconsin.
3. On May 14, 2019, May 20, 2019, and May 21, 2019, I accompanied Levi A. Olson to a United States Post Office drop box in Madison, Wisconsin, and there witnessed that he personally deposited a total of 8 postage-paid first class letter, which he represented to be Notice of Liquidation, Proof of Claim Form or Captive Insurer Assignment for Northwestern National Insurance Company of Milwaukee, Wisconsin.

Handwritten signature of Marisa K. Rodgers over a horizontal line, with the text 'Signature of Affiant' printed below.

Subscribed and sworn to before me this 23 day of MAY, 2019

Handwritten signature of Karyn C. Culver over a horizontal line, followed by printed text: 'Print Name: KARYN C. CULVER', 'Notary Public, State of Wisconsin', and 'My Commission: JANUARY 21, 2022'.



# NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN

May 2, 2019

Re: Notice of Liquidation of Northwestern National Insurance Company of Milwaukee, Wisconsin and Termination of Coverage

Dear Policyholders and Claimants:

Northwestern National Insurance Company of Milwaukee, Wisconsin (Northwestern National), a Wisconsin domiciled company, was ordered to be liquidated by the Dane County Circuit Court, State of Wisconsin, on May 2, 2019. Northwestern National has been in run-off since 1986 and the Office of the Commissioner of Insurance petitioned for the liquidation of Northwestern National only after all other alternatives were thoroughly explored.

The Court appointed Wisconsin Commissioner of Insurance, Mark V. Afable, and his successors in office or any of their delegates, as Liquidator, and Amy J. Malm as Special Deputy Liquidator for Northwestern National.

The liquidation of Northwestern National impacts your insurance coverage under a policy issued by the company. Wisconsin's Office of the Commissioner of Insurance (OCI) is making every effort to minimize the financial loss and inconvenience you may experience due to the liquidation.

You are strongly urged to **read this letter carefully** and follow the procedures outlined. This letter will give you information on the treatment of your policy or claim in the liquidation. If you have any questions, please address them in writing to the Special Deputy Liquidator at the address below or email [ocinlicliquidation@wisconsin.gov](mailto:ocinlicliquidation@wisconsin.gov). Please do not call.

Special Deputy Liquidator for  
Northwestern National Insurance Company of Milwaukee, Wisconsin  
Office of the Commissioner of Insurance  
P. O. Box 7873  
Madison, Wisconsin 53707-7873

## NOTICE TO POLICYHOLDERS OF IN-FORCE ACCIDENT AND HEALTH POLICIES

**Policy Termination:** Pursuant to § 645.43 (1), Wis. Stat., all insurance policies issued by Northwestern National Insurance Company of Milwaukee, Wisconsin that are not continued under the state laws of Insurance Guaranty Associations will be terminated based on the court order at the earliest of the following dates:

- (a) May 17, 2019
- (b) The normal date for the expiration of coverage; or
- (c) The date the insured has replaced the insurance coverage with equivalent insurance in another insurer; or
- (d) The date the Liquidator has effected a transfer of the policy obligation pursuant to §645.46(8), which ever time is less.

If your policy is not continued by your state's Insurance Guaranty Association, we urge you to immediately seek replacement coverage effective no later than May 17, 2019.

Northwestern National Insurance Company of Milwaukee, Wisconsin  
Notice to Policyholders and Claimants of Liquidation and Termination of Coverage  
May 2, 2019  
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**Policyholders of in-force Accident and Health policies who are residents of New York, Kentucky or a foreign country:** Based on representations of the New York and Kentucky Guarantee Associations to OCI, the Insurance Guaranty Association in your state does not provide continuation coverage for you. Your policy will be terminated in accordance with § 645.43 (1), Wis. Stat., on May 17, 2019, 15 days after the date of the Liquidation Order. The Liquidator (for New York and foreign residents) or the Kentucky P&C Insurance Guaranty Association (for Kentucky residents) will pay your claims incurred prior to the date of policy termination. New York and foreign residents should continue submitting medical expenses covered by your policy as you currently submit them until the termination date of your policy. Kentucky residents should submit their medical expenses to the Kentucky P&C Insurance Guaranty Association.

**All other Policyholders of Accident and Health in-force policies:** The Accident and Health policies for all policyholders who are not residents of New York, Kentucky or a foreign country will be continued by the Life & Health Insurance Guaranty Association in each such policyholder's state of residence subject to the limitations and restrictions in each state's Life & Health Guaranty Association law. If you wish to keep your policy in force, you should continue to pay your policy premiums timely. You will be receiving a notice from your guaranty association, on or about the date of this letter, providing important information about the coverage of your policy. In addition, you can find contact information for the Life & Health Insurance Guaranty Association in your state through the National Organization of Life and Health Insurance Guaranty Associations' website, [www.nolhga.com](http://www.nolhga.com).

#### **NOTICE TO INSURED AND CLAIMANTS UNDER POLICIES OTHER THAN ACCIDENT AND HEALTH**

**Filing Proof of Claim:** All claimants and potential claimants who wish to share in the distribution of Northwestern National's assets are required to file a Proof of Claim under §645.62, Wis. Stat., with the Special Deputy Liquidator, c/o Northwestern National Insurance Company of Milwaukee, Wisconsin, P.O. Box 7873, Madison, Wisconsin 53707. The Proof of Claim must be postmarked on or before November 2, 2019.

Claims must be filed on a Proof of Claim form and according to instructions which may be obtained by writing to the above address. If you fail to file a Proof of Claim as prescribed by statute by November 2, 2019, your claim will not be considered for payment. If someone makes a claim against you for liability which is covered by a Northwestern National policy, you should file a Proof of Claim with the Special Deputy Liquidator on your own behalf, regardless of whether the person making the claim against you files a claim.

You do not need to file a Proof of Claim if you have already filed a claim with Northwestern National or have given notice to the company of a suit in accordance with the policy terms.

You do not need to file a claim for return of unearned premium. Claims for unearned premium will be determined based on Northwestern National's records.

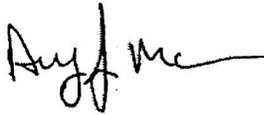
**P&C Insurance Guaranty Association Coverage:** The Insurance Guaranty Association of your state may provide coverage of claims under policies issued by insurance companies in liquidation, subject to certain deductibles, limits, restrictions and exclusions. Your state's Insurance Guaranty Association will determine the allowable amount and the extent of policy coverage for any eligible claim against Northwestern National.

The Insurance Guaranty Association will be responsible for the administration of all property and casualty claims under policies covered by them, including direction of defense counsel. Your defense counsel may contact Northwestern National at the above address in an urgent situation; otherwise, defense counsel will receive instructions directly from the applicable Insurance Guaranty Association at a later time.

Northwestern National Insurance Company of Milwaukee, Wisconsin  
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You may find contact information for the Insurance Guaranty Association in your state through the National Conference on Insurance Guaranty Funds' website, [www.ncigf.org](http://www.ncigf.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Amy J. Malm". The signature is written in a cursive style with a long horizontal flourish extending to the right.

---

Amy J. Malm, Special Deputy Liquidator  
Northwestern National Insurance Company  
of Milwaukee, Wisconsin



# **NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN**

## **NOTICE OF LIQUIDATION OF NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN**

**TO: CAPTIVE REINSURERS OF NORTHWESTERN NATIONAL INSURANCE  
COMPANY OF MILWAUKEE**

### **LIQUIDATION ORDER**

Northwestern National Insurance Company of Milwaukee, Wisconsin (Northwestern National), a property and casualty insurer domiciled in Wisconsin that maintains its main administrative office at 8200 Beckett Park Drive, Suite 201, West Chester, Ohio 45069, and its statutory home office at 33 East Main Street, Suite 900, Madison, Wisconsin 53703, was placed in liquidation on May 2, 2019 by order of Dane County Circuit Court, State of Wisconsin.

### **LIQUIDATION**

The Court appointed Wisconsin Commissioner of Insurance, Mark V. Afable, and his successors in office or as Liquidator, and Amy J. Malm, as Special Deputy Liquidator for Northwestern National.

### **LOCATION OF OPERATIONS**

Amy J. Malm  
Special Deputy Liquidator  
Northwestern National Insurance Company of Milwaukee, Wisconsin  
Office of the Commissioner of Insurance  
P. O. Box 7873  
Madison, Wisconsin 53707-7873  
Telephone: (608) 261-8562  
E-Mail: [ocinnicliquidation@wisconsin.gov](mailto:ocinnicliquidation@wisconsin.gov)

### **PRINCIPAL LINES OF INSURANCE**

Prior to its entering run-off in 1986, Northwestern National conducted a full range of commercial and personal lines of business, including commercial multiple peril, homeowners, worker's compensation, other liability, ocean marine, inland marine, accident and health, farm owners, medical malpractice, and auto liability and physical damage, among other lines of business. At present, claims consist principally of accident and health, worker's compensation, and environmental and asbestos liability.

### **POLICY CANCELLATION**

Under the Liquidation Order, all insurance policies issued by Northwestern National Insurance Company of Milwaukee, Wisconsin will be terminated at the earliest of the following dates:

- a) May 17, 2019
- b) The normal date for the expiration of coverage; or

## Captive Reinsurers

Notice of Liquidation of Northwestern National Insurance Company of Milwaukee, Wisconsin

May 2, 2019

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- c) Until Northwestern National has replaced the insurance coverage with equivalent insurance in another insurer; or
- d) Until the Liquidator has effected a transfer of the policy obligation pursuant to §645.46(8), whichever time is less.
- e) The only policies affected by the termination provided by the Liquidation Order were guaranteed renewable accident and health insurance policies. All other policies terminated in accordance with their stated expiration date.

**REINSURANCE  
COVERAGE**

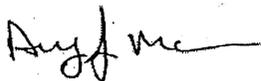
1. As a captive reinsurer of Northwestern National, your liability to Northwestern National is not reduced as a result of the Liquidation Order. You are required under the Liquidation Order and pursuant to Wisconsin Statute § 645.58 (1), to take one of the following actions and to inform the Liquidator of the action chosen no later than fifteen (15) days of the Liquidation Order:

- a) The captive reinsurer shall send complete copies of all open claim files to NNIC for all such claims no later than 15 days after the date of the Liquidation Order. In addition, the captive reinsurer shall include a report to the Liquidator with each payment made sufficient to provide the Liquidator with the information necessary to pay the claim and update the claims file, or
- b) Enter into a written agreement with the Liquidator to fully and finally assume the obligations under the captive reinsurance arrangements and to administer the claims and make payments directly to the insured or claimant, as applicable.

If the captive reinsurer chooses to return the claims, they are required to continue payments for 30 days to allow an orderly transition.

Attached is an agreement in which the captive reinsurer agrees to assume the direct policy obligations of Northwestern National. If a captive reinsurer would like to assume the obligations of the Northwestern National policy, please execute the agreement attached to this notice and return it to the Liquidator at the address above within ten (10) days of this letter.

Sincerely,



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Amy J. Malm, Special Deputy Liquidator  
Northwestern National Insurance Company  
of Milwaukee, Wisconsin

## CAPTIVE REINSURER of NORTHWESTERN NATIONAL INSURANCE COMPANY INSURER ASSUMPTION AGREEMENT

This Captive Reinsurer Assumption Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Wisconsin Office of the Commissioner of Insurance and Mark Afable as appointed Liquidator ("Liquidator") of Northwestern National Insurance Company ("Northwestern National"), and \_\_\_\_\_ ("Captive Reinsurer"), who entered into an reinsurance agreement with Northwestern National under the following policies \_\_\_\_\_.

### RECITALS

1. The Liquidator and the Captive Reinsurer agree that as of the date this Agreement is executed by both parties, the Captive Reinsurer will assume all direct policy obligations of Northwestern National as direct obligations of the captive reinsurer for the following policies.

In assuming the obligations of Northwestern National, the Captive Reinsurer shall be responsible for making direct payments to the policyholder or claimant for all claims payments and such claim payments by the captive reinsurer shall extinguish the liability of Northwestern National pursuant to Wis.Stat. § 645.58.

2. In assuming Northwestern National's obligations for the policies listed in paragraph 1., the captive reinsurer agrees that they are responsible for investigating, adjusting and litigating any claim for coverage. Northwestern National shall not be responsible for any loss adjustment expenses or any other costs associated with determining coverage for a claim under a policy that has been assumed by the captive reinsurer.
3. If the Captive Reinsurer becomes insolvent or enters rehabilitation per a Court Order, the Captive Reinsurer agrees to send the Court Order to the Wisconsin Office of Commissioner of Insurance, attention Amy Malm, at the address below within five days of the Court Order:

**Amy Malm**  
**Special Deputy Liquidator for**  
**Northwestern National Insurance Company of Milwaukee, Wisconsin**  
**Office of the Commissioner of Insurance**  
**P. O. Box 7873**  
**Madison, Wisconsin 53707-7873**

4. This Agreement will be binding on the Captive Reinsurer, its successors and all future Commissioners of the Wisconsin Office of the Commissioner of Insurance.
5. Any legal action and payments either through settlement or final verdict ("Payment") that arise from a policy for the failure of the Captive Reinsurer to make claims payments per this Agreement will be the full responsibility of the Captive Reinsurer, and the Captive Reinsurer agrees to fully indemnify the Wisconsin Office of the Commissioner of Insurance for any Payment including reasonable legal fees.

- 6. If the Captive Reinsurer fails to make a payment to a policyholder or claimant that results in claim to the estate of Northwestern National, the Captive Reinsurer will be responsible to reimburse the full amount of any payment made by the Liquidator for such a claim along with a ten percent (10.0%) penalty.
- 7. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions and provisions hereof shall remain in full force and effect.
- 8. This Agreement shall be binding upon both parties and any the provisions of the Agreement may be waived, altered, amended or repealed, in whole or in part, only by the written consent of both parties to this Agreement.
- 9. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, wither oral or written, between the parties with respect to the subject matter of this Agreement.
- 10. The failure of either party to demand, in any one or more instances, performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of any right granted under this Agreement or of the future performance of any such term, covenant or condition.
- 11. A party to this Agreement shall be entitled to recover actual and reasonable attorneys' fees and expenses incurred by such party in connection with any successful action brought against the other party to enforce the terms of this Agreement.
- 12. Any dispute regarding this Agreement will be filed in Northwestern National Liquidation Court in Dane County, Wisconsin, and will be governed by Wisconsin Law.

**Wisconsin Office of the Commissioner of Insurance**

By: \_\_\_\_\_  
Mark Afable, Commissioner

Date \_\_\_\_\_

**Captive**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date \_\_\_\_\_

Last Name	First Name	Address1	Address2	City	Stat	Zip	Date Mailed	Method
LAW OFFICES OF STEVEN D HAWN BLANTON DAVIS	ETTA PETER	55 E MAIN ST 173 WELLS DR PO BOX 357	STE 202	ST. PAUL FOREST CITY CASTINE	MN	55101-2702 28043-4344 ME	5/14/2019 5/20/2019 5/20/2019	USPS USPS USPS
PA SCHOOLS SQUARED D	SEARS HEARING AID CENTER HARRIET GAITHER, SCHOOL CLAIMS BARBARA NAUS, MANAGER	9 E VALLEY MALL BLVD PO BOX 17070 1415 ROSELLE RD		UNION GAP NEW CUMBERLANI PALATINE	WA PA IL	98903-1612 17070 60067	5/20/2019 5/20/2019 5/20/2019	USPS USPS USPS
SQUARED D / CORPORATION SERICE COMPANY/ Schneider Electric WHITE MOUNTAIN INSURANCE CO. OF VT MINNETONKA INSURANCE CO. LTD./ AON		84 STATE ST 80 MAIN ST 76 ST PAUL ST		BOSTON HANNOVER BURLINGTON	MA NH VT	2109 zip 03755 zip 05401	5/21/2019 5/20/2019 5/20/2019	FedEx FedEx FedEx
PALATINE INSURANCE COMPANY LTD. SCHNEIDER ELECTRIC HOLDINGS INC		250 LITTLE FALLS DR		WILMINGTON	DE	19807	5/21/2019	FedEx
PALATINE INSURANCE COMPANY LTD. CORPORATE SECRETARY SABLAN	MARIO	20 ST MARY AXE 123 W NORTH CREEK DR		LONDON MERCED		EC3A 8EP 95348	5/21/2019 5/21/2019	USPS USPS

Last Name	First Name	Street Address Line 1	Street Address Line 2	City	ST	Zip Code	Reshiped overnight FedEx
ANTMAN	BYRON	385 FARM TO MARKET		BREWSTER	NY	10509	5/14/2019
BAHARY	KAMEL	291 NORTH MIDDLETOWN RD		NEW YORK	NY	10965	5/14/2019
BASS	MARVIN	316 PETER MENAKER RD		NEW MARLBOROUGH	MA	1230	5/14/2019
BROWN	ROBIN	603 E REGENCY DRIVE		GALLOWAY	NJ	8205	5/14/2019
CAMPER	FRANCES	24 AQUEDUCT LANE	#7	HASTINGS ON HUDSON	NY	10706	5/14/2019
GELFAND	JANNA	960 S WESTGATE AVE. #108		LOS ANGELES	CA	90049	5/14/2019
GIURDANELLA	ANNA	178 FIRST AVENUE		NEW YORK	NY	10009	5/14/2019
GIURDANELLA	ROBERT J	278 FIRST AVENUE		NEW YORK	NY	10009	5/14/2019
KISS	VICTORIA	56 BURNS MEADOW		LONGMEADOW	MA	01106-1734	5/14/2019
KLEIN	HARVEY	9 ANGELFISH CAY DRIVE		KEY LARGO	FL	33037	5/14/2019
KLEIN	JUDITH	9 ANGELFISH CAY DRIVE		KEY LARGO	FL	33037	5/14/2019
MCNEESE	NANCY	C/O DR, THOMAS D. MCNEESE	2450 LOUISIANA ST., SUITE 400-600	HOUSTON	TX	77006	5/14/2019
MOGUL	RACHEL	C/O MARLA GOGUL, GUARDIAN	600 NORTH LAKE SHORE, APT 2611	CHICAGO	IL	60611	5/14/2019
MOGUL	SAMUEL	C/O MARLA GOGUL, GUARDIAN	600 NORTH LAKE SHORE, APT 2611	CHICAGO	IL	60611	5/14/2019
ROBINSON	AMY	3367 PACIFIC DRIVE		NAPLES	FL	34119	5/14/2019
ROBINSON	JAMES	3367 PACIFIC DRIVE		NAPLES	FL	34119	5/14/2019
SHOLES	SETH	204 LONG LOTS ROAD		WESTPORT	CT	6880	5/14/2019
SIMON	LORI	466 SYLVAN PLACE		HAWORTH	NJ	7641	5/14/2019
STEIN	ALEXANDER	44 FAIRWAY VIEW		WHITEFISH	MT	59937	5/14/2019
STEIN	CYNTHIA	44 FAIRWAY VIEW		WHITEFISH	MT	59937	5/14/2019
STEIN	KENNETH	44 FAIRWAY VIEW		WHITEFISH	MT	59937	5/14/2019
USDAN	BETTY	7194 PROMENADE	APT. D402	BOCA RATON	FL	33434	5/14/2019
WILLENS	LAUREL	2605 SW 17TH CIRCLE		DELRAY BEACH	FL	33445	5/14/2019
WILLENS	SHELDON	2605 SW 17TH CIRCLE		DELRAY BEACH	FL	33445	5/14/2019
WINKINOFF	CORIN	6471 BLENHEIM ROAD		BALTIMORE	MD	21212-1716	5/14/2019
WINKINOFF	ESTHER	6471 BLENHEIM ROAD		BALTIMORE	MD	21212-1716	5/14/2019
WINKINOFF	ROSE AMERICUS	6471 BLENHEIM ROAD		BALTIMORE	MD	21212-1716	5/14/2019
WINKINOFF	SARAH BETH	6471 BLENHEIM ROAD		BALTIMORE	MD	21212-1716	5/14/2019
WINKINOFF	STEPHEN	6471 BLENHEIM ROAD		BALTIMORE	MD	21212-1716	5/14/2019
YANG	PETER QUAY	RM 104 YUE SHING COMMERCIAL BLDG.	15-16 QUEEN VICTORIA ST. CRTL	HONG KONG	HONG KONG		5/14/2019