

# ASH POND NEWSBYTES



August 2021

*Dear Readers,*

*The following is a collection of ash pond news from the month of August 2021. Our intent is to provide you with important news pieces to help inform your business decisions and keep you up to date about the coal and ash pond industry. – Peter Alvey & The Roux Team*

## LEGAL & REGULATORY

**Duke Energy** has reached a \$215M settlement with a group of unnamed insurers it sued four years ago to recover coal ash cleanup costs. In 2017, Duke Energy sought \$600M from around 30 insurers and all have settled with Duke Energy. In the lawsuits, Duke argued that general liability insurance policies held until the 1980s should cover the cost of cleanup at 14 coal plants. This settlement is expected to alleviate some of the \$5 billion coal ash cleanup costs and reduce the amount paid by customers to \$3.8 billion. [Link](#)

**AES Indiana**, formerly known as **Indianapolis Power & Light Co**, filed a suit in the Marion Superior Court against more than a dozen insurance companies regarding coal ash environmental cleanup at three generating plants. The complaint, available at the end of this newsletter, involves unlined landfills near rivers or ponds at AES Indiana's Petersburg, Harding Street, and Eagle Valley power stations in Indiana. [Link](#)



*Duke Energy's Coal-Fired Units within the Crystal River Energy Complex*

## SPECIAL REPORT

**Duke Energy's** Crystal Energy Complex in Citrus County, North Carolina is in the final stages of its remedies to stop coal ash pollutants from entering the groundwater. Cleanup solutions have indicated that the current and ongoing well readings are stable, there have been limited impacts to the area surrounding the landfill, and contamination is not leaving the property. The limited impact to groundwater was facilitated by Duke Energy's plan to remove 21,000 cubic yards of waste material from ditches and ponds, and to cover previously permeable areas with geosynthetic liner and concrete. It is unknown how long these actions will take to bring the groundwater levels back within EPA guidelines. [Link](#)

## LEGAL, CONT.

In Georgia, the state Environmental Protection Division has issued a permit to allow **Georgia Power** to advance plans to leave more than 1 million tons of coal ash in an unlined pit at Floyd County's Plant Hammond near the Coosa River. This permit is the first of permitting decisions for four other Georgia Power plants: Scherer in Juliette, McDonough in Smyrna, Wansley in Heard County, and Yates in Newman. Georgia Power plans to excavate and move 19 coal ash ponds and cap-in-place 10 others in drained, unlined pits. At all five plants where cap-in-place procedures are set to occur, the coal ash is sitting in groundwater. Citizens in the area are concerned that waste may enter the aquifer. [Link](#)

## COAL POWER PLANT ASH POND CLOSURE & MODIFICATIONS

Although coal accounts for 19% of electricity generated in the United States, in 2020 coal was responsible for 54% of the power sector's emissions. As utility companies feel the pressure to retire coal plants and look for alternatives, the National Public Utilities Council has put together a graphic aiding in understanding the Road to Decarbonization: US Coal Plant Closures. Notably, most of the closures are targeted in the Midwest region of the United States, with more than half of retired capacity occurring in the next 10 years. [Link](#)

The [Tennessee Valley Authority](#) (TVA) has announced the closures of the Kingston and Bull Run Fossil Plants near Oak Ridge, Tennessee, for the coming decade. The TVA has announced a closure of 2033 for all nine units of the Kingston Fossil plant, and a closure date of 2023 for the Bull Run Fossil plant. The TVA has cited environmental and economic issues for the closure. Recently, results of water tests by the TVA and the Tennessee Department of Environmental and Conservation showed levels of various chemicals in the groundwater. Additionally, a study by Duke University showed coal ash from Bull Run at a nearby playground. [Link](#)

[Big Rivers Electric Corporation](#) in western Kentucky is planning to phase out coal burning operations at their Robert D. Green generating station by June 2022 to comply with environmental regulations. The ash ponds at the Site are scheduled to be closed by 2023. Following closure, the coal power plant will be retrofitted with two natural gas generators. [Link](#)

## CLOSURES, CONT.

The largest power plant in North Dakota, Coal Creek Station, has received approval for sale from utility boards across rural and suburban Minnesota. The plant is being sold by [Great River Energy](#), a Minnesota company that provides electricity to 27 member utilities, to [Rainbow Energy Marketing](#) of North Dakota, which intends to add carbon capture technology to the plant. The total sale price for a power line that delivers renewable energy from North Dakota to Minnesota is \$225 million, while the plant is to be sold for \$1. Although the sale has been approved by the utility boards, it is still pending approval from the Minnesota Public Utilities Commission and the Federal Energy Regulatory Commission. [Link](#)

Some members of the Minnesota House of Representatives and the Minnesota Senate have sent a letter to [Dakota Electric](#) Association Board members, requesting they vote in opposition of a plan to sell and keep the Coal Creek Power Plant operational. The legislators were concerned about the sale due to a lack of transparency and potential climate impacts. [Link](#)



*Pollution identified at the Green Station Landfill in December 2018*







*Smokestacks from TVA Bull Run Fossil Plant tower, over the playground*

## BENEFICIAL REUSE

East China Township in Michigan and **DTE Energy** are beginning to explore ideas to redevelop the waterfront near the Saint Clair Powerplant, which is set to close in 2022. Saint Clair Township was provided a \$25,000 award in 2020 to redevelop the waterfront from the Michigan Department of Environment, Great Lakes, and Energy's coast management grant program. DTE Energy is matching the \$25,000 grant for a total of \$50,000 for the waterfront. Potential projects for the redevelopment are still under speculation, and options will be provided by the community. [Link](#)

## CONTAMINATION

The **NIPSCO** Bailly Generating Facility in Chesterton, Indiana has been issued a final cleanup plan by the USEPA to prevent coal ash contamination from affecting the Indiana Dunes National Park. The plan will involve the removal and disposal of dry coal ash across solid waste management units at the facility and for NIPSCO to stabilize and solidify wet ash buried 25 feet underground. It will also require NIPSCO to monitor groundwater, establish institutional controls, and to provide long-term responsibility for the property. [Link](#)

## CONTAMINATION, CONT.

In Missouri, the majority of the 16 coal-fired power plants and 41 coal ash ponds are located adjacent to a river. As climate change progresses and heavier rains create rising water tables, there is a potential for groundwater to seep into unlined coal ash pits and mix with toxic coal ash. In Missouri, 25 unlined ponds are to be closed in place which may allow coal ash contamination to seep into the groundwater. **Ameren Power** plants such as the Labadie Power Plant and the Rush Island Power Plant have ash ponds approximately 100 feet deep and are located within a floodplain. [Link](#)

## CONTAMINATION, CONT.

In Claxton, Tennessee, near their Bull Run Fossil Plant, the **Tennessee Valley Authority** (TVA) has acknowledged their use of a mix of dirt and bottom ash, the most toxic form of TVA's coal ash waste, to construct the grounds for a playground and ball field which has been a host to youth sports since 2001. During the construction, TVA did not install a clay liner, and instead topped the coal ash mixture with gravel, mulch, and slope stabilizers. TVA also failed to notify the residents of coal ash presence and potential health effects in the ball field and nearby playground. TVA has stated that any contamination issues at the ball field and playground are not their responsibility, and the potential issues belong to Anderson County and the field manager, the Claxton Optimist Club. TVA regulators at the Tennessee Department of Environment and Conservation are also denying responsibility for investigating the contamination. [Link](#)

HAPPY  
Labor Day

*As the world of ash pond news trends toward closures and positive remedial outcomes, Roux is pleased to provide you with useful summaries from other noteworthy industries.*

## ACCIDENTS & NON-ASH CONTAMINATIONS

The **LyondellBasell** plant in LaPorte, Texas was the scene of an acetic acid leak which killed two people in late July. There were an additional 42 people who suffered other injuries. Acetic acid is used in food grade vinegar, and exposure to the chemical can cause skin irritation or burns, and difficulties breathing and swallowing. The LaPorte Office of Emergency Management has commented that the leak is isolated and there is no off-site impact. LyondellBasell specializes in plastics, chemicals, and refining. [Link](#)

A look at a Texas resident's 75,000-acre ranch, once home to hundreds of since-abandoned oil wells, gives a dark look into a growing oil industry problem. According to the USEPA, there are 3.2 million abandoned gas and oil wells in the United States. However, a large portion of them, even those that have been plugged with cement, are slowly unplugging themselves and leaking chemicals into the groundwater, and even above ground. To add to this problem, many wells were drilled before record-keeping rules were established—so there are thousands of wells that remain unmonitored. [Link](#)

## ACCIDENTS & NON-ASH CONTAMINATIONS, CONT.

**Denbury Inc.** operates a network of CO<sup>2</sup> pipelines in the Gulf Coast, United States, area that inject gas into oil fields to force out more petroleum, a form of enhanced oil recovery. In February 2020, first responders in Satartia, Mississippi responded to multiple calls regarding a green cloud rolling across the town highway—but the connection was not made right away to the CO<sup>2</sup> pipelines. Residents that endured the incident still report brain fog, stomach problems, and other issues related to the exposure incident. This is likely the first known instance of an outdoor mass exposure to piped CO<sup>2</sup> gas anywhere in the world. [Link](#)

**Shamrock Technologies, Inc.** recently notified Ohio state regulators about high levels of PFAS contamination in their plastics recycling center in Henderson, Kentucky. No violations have been issued, but Shamrock is working under an agreed order with the state to test and clean up the pollution. [Link](#)

In Leverkusen, Germany, an explosion at a **Bayer** and **Lanxess** Chempark site has left at least two people dead and injured 31. It is believed that a chemical reaction was the cause of the explosion, which lead to a fire starting in a tank containing solvents and releasing unknown chemicals into the atmosphere. [Link](#) [Link2](#)



*Wellhead on a residential property in West Texas*

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## INDIANA COMMERCIAL COURT

STATE OF INDIANA	)	IN THE MARION SUPERIOR COURT
	) SS:	
COUNTY OF MARION	)	CAUSE NO. _____
INDIANAPOLIS POWER & LIGHT	)	
COMPANY (d/b/a AES INDIANA),	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
AMERICAN STATES INSURANCE	)	
CO.; ARROWOOD INDEMNITY	)	
COMPANY f/k/a ROYAL INDEMNITY	)	
COMPANY; ASSOCIATED ELECTRIC	)	
& GAS INSURANCE SERVICES,	)	
LIMITED; CENTURY INDEMNITY	)	
COMPANY a/s/i/ CALIFORNIA UNION	)	
INSURANCE COMPANY; ENERGY	)	
INSURANCE MUTUAL LIMITED;	)	
FEDERAL INSURANCE CO.;	)	
FIRST STATE INSURANCE CO.;	)	
INSURANCE COMPANY OF NORTH	)	
AMERICA; INDEMNITY	)	
INSURANCE COMPANY OF NORTH	)	
AMERICA; INDIANA INSURANCE	)	
COMPANY; LEXINGTON	)	
INSURANCE CO.; THE HOME	)	
INSURANCE CO.; TIG INSURANCE	)	
COMPANY a/s/i GIBRALTAR	)	
CASUALTY COMPANY and a/s/i	)	
INTERNATIONAL SURPLUS LINES	)	
INSURANCE CO.; ZURICH	)	
AMERICAN INSURANCE COMPANY	)	
f/k/a ZURICH INSURANCE COMPANY	)	
and f/k/a ZURICH GENERAL	)	
ACCIDENT AND LIABILITY	)	
INSURANCE COMPANY, LTD.	)	
	)	
Defendants.	)	

COMPLAINT

Plaintiff Indianapolis Power & Light Company (d/b/a AES Indiana and hereafter referred to "AES Indiana") for its complaint against Defendants American

States Insurance Co., Associated Electric & Gas Insurance Services, LTD, Arrowood Indemnity Company f/k/a Royal Indemnity Company, Century Indemnity Company a/s/i California Union Insurance Company, Energy Insurance Mutual Limited Company, Federal Insurance Co., First State Insurance Co., Insurance Company of North America, Indemnity Insurance Company of North America, Indiana Insurance Company, International Surplus Lines Insurance Co., Lexington Insurance Co., The Home Insurance Company, TIG Insurance Company a/s/i Gibraltar Casualty Company and a/s/i International Surplus Lines Insurance Company, and Zurich American Insurance Company f/k/a Zurich Insurance Company and f/k/a Zurich General Accident and Liability Insurance Company, LTD. (collectively referred to as “Defendant Insurers”), states as follows:

### **INTRODUCTION**

1. This civil action seeks insurance coverage as to all Defendant Insurers and to resolve the unfounded delay by certain Defendant Insurers in making payments of defense costs under insurance policies issued to AES Indiana. Under Indiana’s Declaratory Judgment Act, Indiana Code § 34-14-1 *et seq.*, AES Indiana seeks a judgment declaring the Defendant Insurers must defend and indemnify it under comprehensive general liability (“CGL”) primary, excess, or umbrella insurance policies against certain environmental liabilities arising from coal combustion residuals (“CCR”) at its three Indiana generating facilities commonly referred to as

the Harding Street Generating Station, Petersburg Generating Station, and Eagle Valley Generating Station (collectively “the CCR Liabilities”).

2. AES Indiana is the assumed business name of Indianapolis Power & Light Company, and it is an Indiana corporation with its principal place of business located at One Monument Circle in Indianapolis, Marion County, Indiana. AES Indiana provides retail electric service to more than 500,000 residential, industrial and commercial customers in Indianapolis, as well as in portions of other central Indiana communities surrounding Marion County.

3. The Defendant Insurers are national or multinational insurance companies who sold comprehensive general liability (“CGL”) primary, excess, or umbrella insurance policies to AES Indiana between 1950 and 2012. Information concerning the Defendant Insurers’ policies is set forth in the attached **Exhibit A**.

4. Upon information and belief, defendant American States Insurance Company is an Indiana corporation with its principal office located at 350 East 96th Street, Indianapolis, Indiana 46204.

5. Upon information and belief, Arrowood Indemnity Company f/k/a Royal Indemnity Company is a Delaware corporation with its principal office located at 3600 Arco Corporate Drive, Charlotte, North Carolina 28273.

6. Upon information and belief, defendant Associated Electric & Gas Insurance Services, Limited, is a Bermuda corporation with its principal office located at 1 Meadowlands Plaza, East Rutherford, New Jersey, 07073-2150.

7. Upon information and belief, defendant Century Indemnity Company (as the successor to California Union Insurance Company) is a Pennsylvania Corporation with its principal office located at 436 Walnut Street, Philadelphia, Pennsylvania 19106.

8. Upon information and belief, Energy Insurance Mutual Limited Company is a Bermuda corporation with its principal office located at 3000 Bayport Drive, Suite 500, Tampa, Florida 33607.

9. Upon information and belief, defendant Federal Insurance Company is an Indiana corporation with offices located at 251 North Illinois, Suite 1100, Indianapolis, Indiana 46204.

10. Upon information and belief, defendant First State Insurance Company is a Connecticut corporation with its principal office located at 100 High Street, Suite 610A, Boston, Massachusetts 02110.

11. Upon information and belief, Indemnity Insurance Company of North America is a Pennsylvania corporation with its principal office located at 436 Walnut Street, Philadelphia, Pennsylvania 19106.



12. Upon information and belief, Indiana Insurance Company is an Indiana corporation with its principal office located at 350 East 96th Street, Indianapolis, Indiana 46240.

13. Upon information and belief, Insurance Company of North America is a Pennsylvania corporation with its principal office located at 436 Walnut Street, Philadelphia, Pennsylvania 19106.

14. Upon information and belief, Lexington Insurance Company is a Delaware corporation with its principal office located at 99 High St, 23<sup>rd</sup> Floor, Boston, Massachusetts 02110-2378.

15. Upon information and belief, The Home Insurance Company is a New Hampshire corporation in liquidation. The Home Insurance Company in Liquidation is located at 61 Broadway, 6th Floor New York, New York 100006.

16. Upon information and belief, defendant TIG Insurance Company, as successor by merger to Clearwater Insurance Company as successor by merger to Mt. McKinley Insurance Company formerly known as Gibraltar Casualty Company, is a California corporation with its principal office located at 250 Commercial Street, Suite 5000, Manchester, New Hampshire 03101.

17. Upon information and belief, defendant TIG Insurance Company, as successor by merger to International Insurance Company as successor by merger to International Surplus Lines Insurance Company, is a California corporation with its

principal office located at 250 Commercial Street, Suite 5000, Manchester, New Hampshire 03101.

18. Upon information and belief, Zurich American Insurance Company f/k/a Zurich Insurance Company and f/k/a Zurich General Accident and Liability Insurance Company, LTD. is a New York corporation with its principal office located at 1299 Zurich Way, Schaumburg, Illinois 60196.

### **JURISDICTION**

19. This Court has jurisdiction over Defendant Insurers pursuant to Trial Rules 4.4(A)(1) and (6) because Defendant Insurers each do or have done business in Indiana and each is an insurance company currently or previously licensed to do business in Indiana.

20. In addition, this Court has jurisdiction over the Defendant Insurers because each have sold insurance policies to AES Indiana for property or risks located in Indiana, and profited from premiums paid on those policies.

### **VENUE**

21. Venue is proper in Marion County pursuant to Trial Rule 75(A)(1) and (4).

22. Specifically, venue is proper in the Marion County Commercial Court, pursuant to Commercial Court Rule 2(12), concerning “[c]ommercial insurance contracts, including coverage disputes.” Pursuant to Indiana Commercial Court Rule

4(A), AES Indiana has filed a “Notice Identifying Commercial Court Docket Case” with this Complaint.

## **THE FACTS**

### **CCR Regulatory Background**

23. Coal combustion residuals (“CCR”) are generated from the combustion of coal for the purpose of producing electricity. CCR is commonly referred to as coal ash and the material includes fly ash, bottom ash, boiler slag, and flue gas materials.

24. CCR contains a number of constituents that are considered by the United States Environmental Protection Agency (“EPA”) and the Indiana Department of Environmental Management (“IDEM”) to be a concern to human health and the environment. These constituents include, but are not limited to, antimony, arsenic, barium, beryllium, cadmium, chromium, lead, mercury, nickel, selenium, and thallium.

25. CCR is one of the largest industrial waste streams generated in the United States. For instance, in 2012, over 470 coal-fired electric utilities burned over 800 million tons of coal and generated approximately 110 million tons of CCR.

26. After coal combusts, CCR (often referred to as ash) is typically mixed with water to facilitate transport from the boiler to the ultimate disposal or reuse site in a process known as sluicing.

27. Electric utilities have regularly disposed of CCR in on-site landfills or surface impoundments. As of 2012, at various electric utility sites located in the United

States, there were over 310 active on-site CCR landfills averaging over 120 acres in size with an average depth of over 40 feet. There were over 735 active on-site surface impoundments, averaging over 50 acres in size with an average depth of 20 feet. Many of these surface impoundments and landfills are unlined meaning that they were constructed without a synthetic barrier between the material inside the landfill or impoundment and the groundwater and soil outside.

28. Moreover, because coal-fired, steam-generating electric utilities need an abundance of water to operate, the facilities are typically located next to rivers, lakes and other large bodies of surface water.

29. Until 2015, neither the present nor the past disposal of CCR was regulated by EPA. Instead, Section 3001(b)(3)(A)(i) of the federal Resource Conservation and Recovery Act (“RCRA”)<sup>1</sup> specifically excluded regulation of CCR by exempting certain large-volume wastes generated primarily from the combustion of coal or other fossil fuels from being regulated as hazardous waste under Subtitle C of RCRA. This exemption was to remain in place pending EPA’s completion of a study and report to Congress required by RCRA § 8002(n) and EPA’s ultimate determination as to whether to regulate CCR under Subtitle C.

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<sup>1</sup> The Solid Waste Disposal Act of 1970 was amended by the Resource Conservation and Recovery Act of 1976, which was then amended by the Hazardous and Solid Waste Amendments of 1984. These statutes combined are typically referred to as RCRA.



30. In 1988, EPA published the *Report to Congress on Wastes from the Combustion of Coal by Electric Utility Power Plants* (“EPA’s 1998 Report”). EPA’s 1998 Report concluded, in part, that “coal combustion waste streams generally do not exhibit hazardous characteristics” and “that current waste management practices appear to be adequate for protecting human health and the environment.”

31. In August 1993 and again in May 2000, EPA issued regulatory determinations regarding large-volume wastes from coal-fired utilities and permanently exempted large volume fossil fuel combustion waste from hazardous waste regulation. *See* 58 Fed. Reg. 42466-82 (Aug. 9, 1993); 65 Fed. Reg. 32214-37 (May 22, 2000).

32. Then, in 2010, EPA indicated that it was considering the regulation of CCR under RCRA “for the first time.” In a proposed rule, EPA explained it was considering two options for regulation. Under the first option, EPA would reverse its August 1993 and May 2000 regulatory determinations regarding CCR and list CCR as a special waste subject to regulation under RCRA Subtitle C when it was destined for disposal in landfills and surface impoundments. Under the second option, EPA would leave its regulatory determinations in place and regulate the disposal of such materials under RCRA Subtitle D as non-hazardous waste by issuing national minimum criteria. *See* 75 Fed. Reg. 51434-36 (Aug. 20, 2010).

#### EPA’s 2015 CCR Rule

33. On December 19, 2014, EPA published the “Disposal of Coal Combustion Residuals from Electric Utilities” final rule (the “CCR Rule”). The CCR Rule authorizes EPA to regulate coal ash disposal under RCRA Subtitle D and establishes specific regulations regarding structural integrity requirements for regulated CCR Units (i.e. CCR landfills and surface impoundments), operating criteria for those units, record keeping and public disclosure requirements, and groundwater monitoring and corrective action standards. The rule also includes post-closure requirements for impoundments that stopped receiving CCR prior to the effective date of the rule but that still contain water and CCR, unless those impoundments were closed by April 17, 2018 (hereinafter the “CCR Regulations”).

34. It bears noting that the standards in the original CCR Regulations applied directly to facilities and were not enforceable by state or federal agencies, because the CCR Rule was promulgated under RCRA Subtitle D, as opposed to Subtitle C.

35. Instead, as originally promulgated, the main enforcement mechanism for the CCR Regulations was to be citizen suits brought against individual sites that were not in compliance.

36. However, in 2016, Congress specifically altered this enforcement mechanism when it passed the Water Infrastructure Improvements for the Nation Act (or

the “WIIN” Act). Section 2301 of the WIIN Act amended RCRA to allow States to submit, and for EPA to approve, state permit programs for CCR regulation.

37. In those States without approved programs, or for States that have elected not to implement a program (such as Indiana<sup>2</sup>), EPA retains authority to achieve compliance with the CCR Rule. As noted above, because the CCR Rule regulates CCR under RCRA Subtitle D, EPA’s enforcement authority was limited. However, after the WIIN Act was passed and signed into law (on December 16, 2016) EPA and States with approved programs directly enforce the regulations.

38. EPA has repeatedly provided notice to facilities with regulated CCR Units that the agency will vigorously enforce against owners and operators who are not in compliance with the CCR Rule.

39. On or before March 26, 2019, EPA identified each of the three AES generating stations in a list of CCR websites that contain environmental data and other

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<sup>2</sup> See <https://www.in.gov/idem/landquality/information-about/coal-combustion-residuals-ccr/> (last accessed Aug. 4, 2021 (stating in part “IDEM is not pursuing the development of a state CCR permit program under the WIIN Act.”). However, in 2021, section 13-15-1-3(4) was added to the Indiana Code requiring IDEM to adopt rules governing the disposal of CCR in surface impoundments and landfills. Moreover, on May 4, 2021, IDEM provided notice of its intent to establish a state permit program under the WIIN Act to USEPA. However, as of filing this complaint, IDEM has yet to issue proposed rules establishing a state program. However, once issued, IDEM’s program must be at least as stringent as the federal CCR Rule and will not eliminate AES Indiana’s CCR Liabilities.

information. EPA published these websites (along with numerous others) on its own homepage.<sup>3</sup>

40. Shortly thereafter, on May 7, 2019, EPA's director of its Office of Resource Conservation and Recovery sent a letter to all CCR facilities which stated: "the Agency is examining the facilities' CCR websites to confirm that the CCR Rule's required elements are being implemented...any non-compliance with the CCR Rule may subject the owner and/or operator to an enforcement action, which may include the assessment of penalties...Thank you for your continued efforts to implement the CCR rule and to ensure the protection of human health and the environment."

41. EPA continues enforcing and enlarging the impact of the CCR Rule, including as to AES Indiana. For instance, on August 28, 2020, EPA promulgated revisions to the CCR Rule required by the outcome of litigation over the original rule. *See Utility Solid Waste Activities Group v. U.S. Env't'l Protection Agency*, 901 F.3d 414 (D.C.C. 2018). EPA's revisions make several amendments to the coal ash regulations. First, EPA classified soil or clay-lined impoundments as "unlined" in accordance with the *USWAG* decision. Second, EPA established a new deadline of April 11, 2021, for impoundments to stop receiving waste and begin closure if those units are either unlined or failed the

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<sup>3</sup> See List of Publicly Accessible Internet Sites Hosting Compliance Data and Information Required by the Disposal of Coal Combustion Residuals Rule (available at <https://www.epa.gov/coalash/list-publicly-accessible-internet-sites-hosting-compliance-data-and-information-required>).



aquifer location standard. Third, EPA revised the alternative closure provisions, granting facilities additional time to find storage solutions for both coal ash and non-coal ash waste in order to stop receiving waste and begin the closure process. And, finally, the EPA required an executive summary of the annual groundwater monitoring and corrective action reports and amended requirements for publicly-accessible CCR websites maintained by utilities.

42. As of the filing of this Complaint, Indiana does not currently have an approved state program to address coal combustion residuals and EPA retains enforcement authority as to the AES Indiana generating facilities, as provided to it under the WIIN Act.

43. In short, AES Indiana's CCR Liabilities have evolved and expanded over time (and that liability continues to evolve and expand) and the scope of AES Indiana's additional liability is not yet fully determined.

### **AES Indiana's Generation and Disposal of CCR**

#### **The Petersburg Generating Station**

44. AES Indiana owns and operates the Petersburg Generating Station ("Petersburg GS") located at 6925 North State Road 57, which is located approximately 2.9 miles northeast of Petersburg, Indiana in Pike County.

45. The Petersburg GS is a coal-fired, steam electricity generating station that currently produces electricity using three (3) units constructed in 1969, 1977, and 1986,

each burning a combination of Indiana bituminous high- and low-sulfur coal. A fourth unit, constructed in 1967, was utilized until it was retired in May 2021.

46. As a natural consequence of burning the coal and consistent with industry practice, AES generated large quantities of CCR that it placed in a series of surface impoundments, or ponds, that received, held and dewatered CCR via water sluices from the plant. AES also placed CCR in a landfill appropriately permitted by IDEM.

47. The Petersburg Ash Pond System covers approximately 152 acres and consists of five surface impoundments (Ponds A, A', B, C, and D) that were constructed with natural soil liners. Ponds A and A' are no longer in use and closure was initiated in 2018. Ponds B and D have been closed in place and Pond C was closed in place in 2021.

48. Consistent with widespread practice in the industry, none of the impoundments at Petersburg were synthetically lined. The impoundments were laid in the native soils and enclosed with earthen berms. In some instances, CCR was used to form parts of the impoundments' contours.

49. The landfill encompasses a total area of approximately 123.7 acres inside the solid waste boundary. A 33.8 acre portion of the original landfill has already received closure certification from IDEM.

50. The landfill's construction and use was consistent with widespread practice in the industry.

51. Since 2016, the landfill has been annually inspected to confirm the design, construction, operation and maintenance of the landfill was consistent with recognized and generally accepted good engineering standards and the standards and guidelines as required by the CCR Rule.

52. During its operations at the Petersburg GS, AES Indiana had no reason to believe that its CCR impoundments and landfill would create the substantial liability with which it must now contend.

53. AES Indiana's CCR Liabilities at the Petersburg GS is expected to exceed \$77,000,000.

*The Eagle Valley Generating Station*

54. AES Indiana owns and operates the Eagle Valley Generating Station ("Eagle Valley GS") which is located approximately 4 miles north of Martinsville, Indiana in Morgan County.

55. AES Indiana ceased coal-fired power generation at the Eagle Valley GS in 2016 and now operates a natural gas-fired combined cycle generating station located southwest of the former coal-fired utility.

56. The coal-fired station operated from 1949 until 2016 with four coal-fired electricity generating units each burning a combination of Indiana bituminous high- and low-sulfur coal.

57. As a natural consequence of burning the coal and consistent with industry practice, AES generated large quantities of CCR that it placed in a series of surface impoundments, or ponds, that received, held and dewatered CCR via water sluices from the plant.

58. The Eagle Valley Ash Pond System covers approximately 60 acres and consists of five surface impoundments (Ponds A, B, C, D, and E) that were constructed with natural soil liners.

59. Consistent with widespread practice in the industry, none of the impoundments at Eagle Valley were synthetically lined. The impoundments were laid in the native soils and enclosed with earthen berms. In some instances, CCR was used to form parts of the impoundments' contours.

60. During its operations at the Eagle Valley GS, AES Indiana had no reason to believe that its impoundments would create the substantial liability with which it must now contend.

61. AES Indiana's CCR Liabilities at the Eagle Valley GS is expected to exceed \$50,000,000.

*The Harding Street Generating Station*

62. AES Indiana owns and operates the Harding Street Generating Station ("Harding Street GS") which is located on the southwest side of Indianapolis, Indiana in Marion County.



63. AES Indiana began operations at the Harding Street GS in 1931 and, until 2016, generated electricity from coal-fired units each burning a combination of Indiana bituminous high- and low-sulfur coal. In 2016, AES Indiana converted the operating units to natural gas.

64. As a natural consequence of burning the coal and consistent with industry practice, AES generated large quantities of CCR that it placed in a series of surface impoundments, or ponds, that received, held and dewatered CCR via water sluices from the plant.

65. The Harding Street Ash Pond System covers approximately 79 acres and consists of six surface impoundments (Ponds 1, 2, 2A, 2B, 3 and 4) that were constructed with natural soil liners.

66. Consistent with widespread practice in the industry, none of the impoundments at Harding Street were synthetically lined. The impoundments were laid in the native soils and enclosed with earthen berms. In some instances, CCR was used to form parts of the impoundments' contours.

67. During its operations at the Harding Street GS, AES Indiana had no reason to believe that its impoundments would create the substantial liability with which it must now contend.

68. AES Indiana's CCR Liabilities at the Harding Street GS is expected to exceed \$50,000,000.

### **The Insurance Policies**

69. The Defendant Insurers sold comprehensive general liability primary, excess and/or umbrella insurance policies to AES Indiana from at least 1950 to 2012. AES Indiana's records of these policies are listed in **Exhibit A** to this Complaint. Due to the number of Defendant Insurers and the volume of material, AES Indiana will later produce the policies to the Defendant Insurers and the Court in a to-be-agreed-upon electronic format. All pertinent liability insurance policies sold by the Defendant Insurers, or for which their successors-in-interest are responsible, are at issue in this complaint, whether known or unknown, whether included or not included in **Exhibit A**.

70. Pursuant to the terms of the policies, certain of the Defendant Insurers have a duty to defend and/or reimburse AES Indiana for ongoing defense costs against any potentially covered claims arising out of an occurrence.

71. Pursuant to the terms of the policies, all of the Defendant Insurers have a duty to indemnify AES Indiana against any covered claims arising out of an occurrence, for the defense of the CCR Liabilities for Petersburg, Harding Street, and Eagle Valley Generating Stations.

### **AES Indiana Timely Tendered its CCR Liabilities**

72. As more fully described below, AES Indiana provided notice of the CCR Liabilities to the Defendant Insurers on multiple occasions.

73. On or about May 23, 2019, AES Indiana provided notice to certain Defendant Insurers of claims asserted against AES Indiana by EPA and IDEM relating to the CCR Liabilities.

74. AES Indiana requested that various Defendant Insurers defend and indemnify these claims and that the Defendant Insurers “honor its contractual duties to its insured and immediately agree to provide IPL coverage for the defense and indemnity of any and all CCR Claims.”

75. On June 25, 2019, Defendant American States issued its reservation of rights letter confirming its participation in defense of the CCR Liabilities. American States agreed to pay “its proportionate share of reasonable and necessary defense costs ... IPL itself incurred on or after April 17, 2015 ...[.]”

76. On July 23, 2019, Defendant Gibraltar issued its reservation of rights letter declining to participate in defense of the CCR Liabilities citing lack of exhaustion of underlying insurance coverage.

77. On August 15, 2019, Defendant First State issued its reservation of rights letter declining to participate in defense of the CCR Liabilities citing lack of exhaustion of underlying insurance coverage.

78. On or about July 3, 2020, AES Indiana corresponded with certain Defendant Insurers of costs relating to CCR Liabilities and requested reimbursement of \$6,570,917.49 for defense activities.

79. On July 20, 2020, Defendant Zurich American Insurance f/k/a Zurich General Accident and Liability Insurance Company, Ltd. issued its coverage determination declining to participate in defense of the CCR Liabilities citing lack of available property damage liability coverage.

80. On October 8, 2020, AES Indiana provided copies of invoices to certain Defendant Insurers supporting the costs incurred to date relating to CCR Liabilities.

81. On November 5, 2020, Defendant American States reaffirmed its participation in the defense of the CCR Liabilities. Yet, American States then stated that it would only pay defense costs on the CCR Liabilities that “IPL itself incurred on or after May 23, 2019, the date on which IPL tendered these matters to ASIC.”

82. On January 15, 2021 and April 15, 2021, AES Indiana provided copies of additional invoices to certain Defendant Insurers supporting the costs incurred to date relating to CCR Liabilities.

83. On May 7, 2021, Defendant American States again sent further correspondence, again reaffirming its duty to defend the CCR Liabilities and confirming it had “accepted the defense” of the CCR Liabilities. However, it now claimed that “ASIC cannot and will not issue payments, subject to all coverage issues, until ASIC has received all of the required documentation necessary for ASIC to make its coverage decision ... [.]” American States was silent as to the necessary documentation it sought or how the many documents AES Indiana had already provided was insufficient.

84. On July 7, 2021, Defendant Arrowood (formerly known as Royal Indemnity Company) issued its coverage determination declining to participate in defense of the CCR Liabilities citing lack of available property damage liability coverage.

85. In addition to the above letters, the Defendant Insurers have had access to all of the publicly-available CCR websites for the Petersburg, Harding Street, and Eagle Valley Generating Stations, the IDEM Virtual Filing Cabinet, and numerous informal communications.

#### **FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

86. The averments of paragraphs 1 through 85 are incorporated herein.

87. The Policies are valid and enforceable contracts under which Defendant Insurers agreed to provide insurance coverage pursuant to the Policies' terms. Pursuant to the Policies' terms, Defendant Insurers are required to provide coverage in connection with the CCR Liabilities as described herein.

88. AES Indiana's CCR Liabilities are the result of covered occurrences at the Petersburg, Harding Street, and Eagle Valley Generating Stations.

89. CCR, by its very nature, is presumed in environmental cleanup cases to cause physical damage to the property once deposited. One example of the presumption of physical damage is found in the CCR Rule's location restrictions for CCR units that apply even in the *absence* of any demonstrable adverse impact to human health and the environment from individual units. Thus, the deposition of

CCR at the Petersburg, Harding Street, and Eagle Valley Generating Stations triggers an occurrence during the Defendant Insurers occurrence-based policies.

90. An occurrence is also established by proving that actual damage to the environment has occurred. Groundwater samples from the Petersburg, Harding Street, and Eagle Valley Generating Stations show that contamination, above applicable groundwater protection standards, has occurred at each of these locations.

91. No one at AES Indiana expected or intended the damage and liability that has only recently arisen as a result of the new regulations governing the past placement of CCR in the units at Petersburg, Harding Street, and Eagle Valley Generating Stations. For decades, CCR was considered harmless and almost inert. It had, and still has, multiple beneficial reuses. No permits were required for the placement of the CCR into the impoundments at the Petersburg, Harding Street, and Eagle Valley Generating Stations. No groundwater monitoring was required. No synthetic liners were required. The process of placing CCR into impoundments was considered safe and efficient by those in the Indiana power industry, by EPA, and by IDEM. Only decades later would CCR suddenly be treated as a risk to human health and the environment. Thus, while the physical placement of CCR into AES Indiana's CCR Units was intentional, the resulting damages and AES Indiana's liability under the new CCR Rule for these damages was unexpected and unintended. AES Indiana's claim meets the "unexpected and unintended" test under Indiana law.

92. EPA and IDEM have made, and continue to make, threats of a formal enforcement action against AES Indiana. For example, the EPA's May 2019 threat that "any non-compliance with the CCR Rule may subject the owner and/or operator to an enforcement action, which may include the assessment of penalties" supports AES Indiana's right to a defense of the CCR Liabilities.

93. AES Indiana asserted that Defendant Insurers are responsible to both defend and indemnify it for the CCR Liabilities.

94. The Defendant Insurers breached their contractual obligations under the Policies by repudiating their coverage obligations and/or otherwise failing to provide coverage or respond to AES Indiana's request for coverage.

95. As a direct and proximate result of the Defendant Insurers' respective breaches of the Policies, AES Indiana has incurred damages currently recoverable under the Policies and will continue to incur substantial additional sums, damages, and expenses. Defendant Insurers' breaches have caused AES Indiana actual damages, including the payment of millions of dollars for environmental response costs in connection with the CCR Liabilities against it.

96. Defendant Insurers have deprived AES Indiana of the benefit of the insurance coverage each Insurer Defendant agreed to provide and for which each Defendant Insurer has been paid premiums.

## **SECOND CAUSE OF ACTION: DECLARATORY JUDGMENT**

97. The averments of paragraphs 1 through 96 are incorporated herein.

98. This Court has the authority to “declare rights, status, and other legal relations” as to the named parties under Indiana’s Declaratory Judgment Act. *See* Ind. Code § 34-14-1-1.

99. An actual controversy exists as to the nature and scope of AES Indiana’s rights and the Defendant Insurers’ obligations under the policies regarding the CCR Liabilities.

100. The policies require the Defendant Insurers to defend and indemnify AES Indiana against the CCR Liabilities.

101. AES Indiana has paid in full the required premiums on all the policies. All other pertinent conditions to coverage have been satisfied, excused or waived.

102. AES Indiana will be damaged if the Defendant Insurers fail to provide a defense and indemnity for its CCR Liabilities.

103. Declaratory relief will aid in the resolution of any dispute between the parties and determine their respective rights and obligations.

104. Pursuant to Indiana Code § 34-14-1-1 and Rule 57 of the Indiana Rules of Trial Procedure, AES Indiana is entitled to declaratory relief establishing Defendant Insurers’ duty to defend and indemnify AES Indiana against its CCR Liabilities at Petersburg, Harding Street, and Eagle Valley Generating Stations.



**THIRD CAUSE OF ACTION:**  
**UNFAIR CLAIMS PRACTICES AND BREACH OF DUTY OF GOOD FAITH**

105. The averments of paragraphs 1 through 104 are incorporated herein.

106. Indiana Code § 27-4-1-4.5 describes various unfair claims practices, including: (1) misrepresenting pertinent facts or insurance policy provisions; (2) failing to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies; (3) failing to adopt and implement reasonable standards for the prompt investigation of claims arising under insurance policies; (4) refusing to pay claims without conducting a reasonable investigation based upon all available information; (5) failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed; (6) not attempting in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear; (7) compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by such insureds...(13) failing to promptly settle claims, where liability has become reasonably clear, under one (1) portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage; and (14) failing to promptly provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of a claim or for the offer of a compromise settlement.

107. As recognized in *Erie Insurance Co. v. Hickman*, 622 N.E.2d 515, 519 (Ind. 1993), it is in society's best interest that "there be fair play between insurer and insured." Thus, the Indiana Supreme Court recognized a cause of action for "the tortious breach of an insurer's duty to deal with its insured in good faith." *Id.*

108. The Court did not fully determine the precise extent of that duty, but noted that the insurer's contractual obligation includes the obligation to refrain from (1) making an unfounded refusal to pay policy proceeds; (2) causing an unfounded delay in making payment; (3) deceiving the insured; and (4) exercising any unfair advantage to pressure an insured into a settlement of his claim. *Id.*

109. Here, Defendant Insurers owed, and continues to owe, AES Indiana a duty of good faith as their insured.

110. Upon information and belief, some of the Defendant Insurers' actions have breached the duty of good faith to AES Indiana.

111. For example, by June 2019, only a month after notice was given, American States promptly and immediately identified its duty to defend AES Indiana as to the CCR Liabilities. By July 2020, AES Indiana had begun providing summaries of the first costs associated with the CCR Liabilities. Rather than "pay its proportionate share," of those costs, American States undertook a concerted effort to limit and then deny its obligation to promptly reimburse AES Indiana for these costs.

112. In doing so, and upon information and belief, American States has engaged in more than mere bad judgment or negligence. Instead, American States has purposely acted in a manner seeking to delay its payment of costs to AES Indiana. For example, by denying coverage for the CCR Liabilities after initially approving such coverage, American States has acted with a state of mind reflecting a dishonest purpose, moral obliquity, furtive design, or ill will.

113. The above example is just one display of unfair claims practices and breaches by Defendant Insurers of the duty of good faith, but such examples are not exhaustive and do not exclude other Defendant Insurers from this claim.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff AES Indiana prays that this Court enter judgment in its favor and against the Defendant Insurers:

- i) On Count I, order that Defendant Insurers pay compensatory and consequential damages in an amount to be determined at trial for AES Indiana's damages, sums, costs, expenses, "loss," and "ultimate net loss" incurred on account of its CCR liabilities as described herein;
- ii) On Count II, issue a declaration that AES Indiana is entitled to coverage under the Policies with respect to its CCR liability described herein, and that Defendant Insurers are obligated to provide coverage under the terms of their Policies for AES Indiana's future damages, sums, costs,

- expenses, “loss,” and “ultimate net loss” incurred on account of its CCR liability;
- iii) On Count III, enter judgment against any Defendant Insurers who have breached the duty of good faith to AES Indiana in the amount of AES Indiana’s actual damages, treble damages, and if proven appropriate at trial, punitive damages,
- iv) Order that Defendant Insurers pay prejudgment and post-judgment interest and AES Indiana’s costs, expenses, and attorneys’ fees incurred in connection with this action; and
- v) An award of such other and further relief as the Court deems just and proper.

Dated: \_\_\_\_\_

Respectfully submitted,

/s/ Seth M. Thomas

Andrew M. McNeil (No. 19140-49)

Seth M. Thomas (No. 25834-49)

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*Attorneys for Plaintiff Indianapolis Power & Light  
Co. (d/b/a AES Indiana)*

## **REQUEST FOR JURY TRIAL**

Pursuant to Rule 38 of the Indiana Rules of Trial Procedure, Indianapolis Power & Light Co. (d/b/a AES Indiana) requests a trial by jury on all issues so triable.

Dated: August 24, 2021

Respectfully submitted,

/s/ Seth M. Thomas

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Co. (d/b/a AES Indiana)*

**EXHIBIT A**  
**Policies Issued to IPL**  
**(By Original Insurer Name)**

<b>INSURER</b>	<b>POLICY PERIOD</b>	<b>POLICY NUMBER</b>
American States Insurance Company	1/1/1970 – 1/1/1971	CL 301-106
	1/1/1971 – 1/1/1972	CL 301-413
	1/1/1972 – 1/1/1973	CL 549-664
	1/1/1973 – 1/1/1976	CL 734-103
	7/10/1974 – 7/10/1975	SU 13644
	1/1/1975 – 1/1/1976	SU 16168
	1/1/1975 – 1/1/1976	XS 000-159
	1/1/1976 – 1/1/1979	CL 095-423
	1/1/1976 – 1/1/1980	SU 19481
	1/1/1976 - 1/1/1977	XS 000214
	1/1/1977 - 1/1/1978	XS122858
	1/1/1977 - 1/1/1978	XS122859
	1/1/1978 - 1/1/1979	XS122974
	1/1/1979 - 1/1/1980	XS122834
	1/1/1979 – 1/1/1980	CL 095-423
	1/1/1980 – 1/1/1981	CL 095-423
	1/1/1981 – 1/1/1982	CL 095-423
	1/1/1982 – 1/1/1983	CL 095-423
	1/1/1983 – 1/1/1984	CL 095-423
	1/1/1984 – 1/1/1985	CL 095-423
	1/1/1985 – 1/1/1986	CL 095-423
	7/1/1985 – 7/1/1986	XS 123-479
	1/1/1986 – 1/1/1989	CL 095-423
	1/1/1989 – 1/1/1990	CL 095-423
	1/1/1990 – 1/1/1991	CL 095-423
	1/1/1991 – 1/1/1992	CL 095-423
Associated Electric & Gas Insurance Services, LTD. a/k/a AEGIS	4/1/1986 – 4/1/1987	XL-392-A86
	4/1/1987 – 4/1/1988	XL-392-A87
	4/1/1988 – 4/1/1989	XL 392 A88
	4/1/1989 - 4/1/1990	XL392A89
	4/1/1990 - 4/1/1991	XL392A90
	4/1/1991 - 4/1/1992	XL392A91
	4/1/1992 - 4/1/1993	XL392A92
	4/1/1993 - 4/1/1994	XL392A93

	4/1/1994 - 4/1/1995 4/1/1995 - 4/1/1996 4/1/1996 - 4/1/1997 4/1/1997 - 4/1/1998 4/1/1998 - 4/1/1999 4/1/1999 - 4/1/2000 4/1/1986 - 4/1/2001 4/1/2001 - 4/1/2002 4/1/2002 - 4/1/2003 4/1/2003 - 4/1/2004 4/1/2004 - 4/1/2005 4/1/2005 - 4/1/2006 4/1/2006 - 4/1/2007 4/1/2007 - 4/1/2008 4/1/2008 - 4/1/2009 4/1/2009 - 4/1/2010 4/1/2010 - 4/1/2011 4/1/2011 - 4/1/2012	XL392A94 XL392A95 X0392A1A96 X0392A1A97 X0392A1A98 X0392A1A99 X0392A1A00 X0392A1A01 X0392A1A02 X0392A1A03 X0392A1A04 X0392A1A05 X0392A1A06 X0392A1A07 X0392A1A08 X0392A1A09 X0392A1A10 X0392A1A11
California Union Insurance Company a/k/a Cal Union	1/1/1980 - 7/1/1980 7/1/1980 - 1/1/1982 6/8/1981 - 1/1/1982 1/1/1980 - 7/1/1980 7/1/1980 - 1/1/1982 1/1/1982 - 1/1/1985 1/1/1985 - 1/1/1986 1/1/1986 - 1/1/1987 4/1/1986 - 4/1/1987 4/1/1987-4/1/1988 4/1/1988 - 4/1/1989	ZCX003915 ZCX004169 ZCX004506 ZCU001014 ZCU001309 ZCU 00 20 92 ZCU 00 24 35 EEC 00 50 19 Not Identified ENC 00 50 61 ENC 00 50 69
Energy Insurance Mutual Limited a/k/a EIM	4/1/1996 - 4/1/1999 4/1/1998 - 4/1/2001 4/1/1999 - 4/1/2002 4/1/2000 - 4/1/2003 4/1/2003 - 4/1/2004 4/1/2004 - 4/1/2005 4/1/2005 - 4/1/2006 4/1/2006 - 4/1/2007 4/1/2007 - 4/1/2008 4/1/2008 - 4/1/2009	500558-96GL 500762-98GL 500891-99GL 501011-00GL Not Identified Not Identified 501634-05GL 250113-06GL 25xxxx07GL 25xxxx08GL

	4/1/2009 - 4/1/2010 4/1/2010 - 4/1/2011 4/1/2011 - 4/1/2012	25xxxx09GL 25xxxx10GL 251790-11GL
Federal Insurance Company aka CHUBB	1/1/1985 - 1/1/1986	7929-32-56
First State Insurance Company	1/1/1980 - 7/1/1980 7/1/1980 - 1/1/1982 1/1/1982 - 1/1/1983 1/1/1983 - 1/1/1984 1/1/1984 - 1/1/1985 1/1/1985 - 1/1/1986	928064 928136 932469 934964 EU 000596 EU 000672
Gibraltar Casualty Company	1/1/1980 - 7/1/1980 1/1/1980 - 7/1/1980 7/1/1980 - 1/1/1982 7/1/1980 - 1/1/1982 1/1/1982 - 1/1/1983 1/1/1983 - 1/1/1984 1/1/1984 - 1/1/1985	GMX 00416 GMX 00423 GMX 00696 GMX 00697 GMX 01450 GMX 02005 GMX 02467
Indemnity Insurance Company of North America	4/26/1954 - 4/26/1955 4/26/1955 - 4/26/1956 4/26/1956 - 5/1/1957 5/1/1957 - 5/1/1960 5/26/1959 - 5/26/1962	XPL 2522 XCP 163 XCP 219 XCP 310 XCP 520
Indiana Insurance Company	1/27/1969 - 1/27/1972 1/1/1970 - 1/1/1973 1/1/1973 - 1/1/1976 1/1/1976 - 1/1/1977 1/1/1977 - 1/1/1978 1/1/1978 - 1/1/1979 1/1/1979 - 1/1/1980 1/1/1986 - 4/1/1986	14-000-717 14-000-909 14-002-122 14-005-372 14006922 14010418 14015508 14-072-617
Insurance Company of North America	5/26/1962 - 5/26/1965 6/29/1963 - 6/29/1966 2/27/1964 - 1/1/1969 1/1/1969 - 1/1/1972	XCP 862 XPL 68 62 XBC 47 76 XBC 70105
International Surplus Lines Insurance Company	1/1/1985 - 1/1/1986	XSI 10056
Lexington Insurance Company	1/1/1985 - 3/1/1986 1/1/1986 - 1/1/1987	5526925 5527821



	3/31/1986 – 3/31/1987	552-7859
	4/1/1987 – 4/1/1988	552-9814
	4/1/1988 – 4/1/1989	556-5357
Royal Indemnity Company	5/1/1959 – 12/31/1960	RLG025029
	12/31/1960 – 12/31/1961	RLG025050
	12/31/1961 – 12/31/1962	RLG025051
	12/31/1962 – 12/31/1963	RLG025022
	12/31/1963 – 12/31/1964	RTG025023
	12/31/1964 – 12/31/1965	RTG025024
	1/1/1966 – 1/1/1967	RTG025026
	1/1/1967 – 1/1/1968	RTG025027
	1/1/1968 – 1/1/1969	RTG025028
	1/1/1969 – 1/1/1970	RTG025029
The Home Insurance Company	1/1/1970 – 1/1/1973	HEC 9730346
	1/1/1973 – 1/1/1976	HEC 4428843
Zurich General Accident and Liability Insurance Company, LTD.	5/1/1950 – 5/1/1953	CG 8107480
	5/1/1953 – 5/1/1956	CG 8404420
Zurich Insurance Company	5/1/1956 – 5/1/1959	CG 8720559