

3. On July 3, 2001, the Liquidator submitted to this Court his Amended Application of the Plan, in order to correct a ministerial error in the prior Application.

4. In accordance with Ohio Revised Code Section 3903.34(E), notice of the proposed Application was served upon the guaranty associations and the superintendent or commissioner of insurance of each applicable state, at least thirty (30) days prior to the submission of the original Application of the Plan to this Court.

5. Further, the Liquidator filed both its original Application and Amended Application upon the guaranty associations of each applicable state concurrent with its submission to this Court.

6. No Objection or Motion Contra to the Plan have been served on the Liquidator, or to his knowledge, filed with this Court.

7. Pursuant to Loc. R. 21.01, more than twenty-eight (28) days have run since the original and amended filing of the Application with this Court.

8. The Liquidator respectfully requests that this Court, in accordance with Loc. R. 21, enter an Order in the form attached as Exhibit A hereto, approving the Application and the Plan in accordance with Ohio Revised Code Section 3903.34.

Respectfully Submitted,

DINSMORE & SHOHL, LLP

By:


Wayne A. Jenkins (0007813)
175 South Third Street, Suite 1000
Columbus, Ohio 43215
(614) 628-6880 (o)
(614) 628-6890 (f)
Attorneys for the Plaintiff

follow the terms of the Plan in his disbursement of assets from the estate of ANIC to the guaranty associations of the applicable states involved in this liquidation.

IT IS SO ORDERED

Patrick M. McGrath, Judge

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26655-1



LIQUIDATION OF ACCELERATION NATIONAL INSURANCE COMPANY

**PLAN FOR DISBURSEMENT OF ASSETS
TO GUARANTY ASSOCIATIONS
PURSUANT TO OHIO REVISED CODE SECTION 3903.34**

J. Lee Covington, II, Superintendent of Insurance of the State of Ohio, as Liquidator (the "Liquidator") of Acceleration National Insurance Company ("ANIC") hereby submits the following Plan for Disbursement of Assets to Guaranty Associations pursuant Ohio Revised Code § 3903.34 (the "Plan"):

- I. The Liquidator shall make cash disbursements out of marshaled assets, from time to time as such assets become available, to appropriate state insurance guaranty associations (hereinafter referred to as "Associations") in amounts calculated according to this Plan. After the Liquidator has ample and sufficient time to evaluate, ascertain and determine the amount of assets, required reserves, potential claims and liabilities under this Plan, he shall make a calculation under this Plan, and shall continue to make such calculations under this Plan at least annually thereafter. In no event shall the Liquidator be required to make the first review of this calculation before February 28, 2002.

- II. The Liquidator shall make the following calculations and determinations based upon the best information available to him:
 - A. The total amount of liquid assets available. The Liquidator shall not be required to increase liquid assets for purposes of this Plan by making forced or quick sales that result in obtaining less than market value for assets. Liquid assets shall not include real estate, book value of a subsidiary, deposits held by other states, any assets over which the Liquidator does not have complete control, or any assets that are subject to potential claims of other persons.

 - B. The amount of reserves necessary pursuant to Ohio Revised Code § 3903.42(A) for the payment of expenses of administration of the liquidation, including, but not limited to, the following:
 - 1. The actual and necessary costs of preserving or recovering the assets of the insurer;

 - 2. Compensation for all services rendered and to be rendered in the liquidation including reasonable attorneys, consulting, tax, auditing, and other fees for services rendered and expected to be rendered;

 - 3. Compensation of Liquidation Office employees and all other general operating expenses attributable to the ANIC liquidation;

4. Necessary filing fees and mileage and fees payable to witnesses.
- C. To the extent that assets subject to secured claims are included in the total liquid assets available under Paragraph A, the amount of reserves necessary for the payment of claims of secured creditors, to the extent of the value of the security held.
- D. The amount of reserves necessary for the payment of claims entitled to priority under Ohio Revised Code § 3903.42(D).
- E. The amount of liquid assets available for disbursement to all claimants entitled to priority under Ohio Revised Code § 3903.42(B). This amount shall be determined by subtracting the amounts determined in Paragraphs B, C, and D from the amount determined in Paragraph A.
- F. The estimated total amount to which the Associations are entitled to a distribution under Ohio Revised Code §§ 3903.42(A) & (B) based on the amounts that have been paid or reserved as covered by state guaranty association statutes (the "Association's Claim"). The Liquidator may require the Associations to submit their estimates of the Association's Claim, in the form of responses to interrogatories or otherwise.
- G. The estimated total amount of claims that are entitled to priority under Ohio Revised Code § 3903.42(B), but are not covered by state insurance guaranty associations' statutes. This amount shall include valid claims under policies of insurance issued or assumed by ANIC that are not covered by the insurance guaranty associations, and amounts which exceed the guaranty association coverage provided under their respective statutes.
- H. The estimated total amount of claims that are entitled to priority under Ohio Revised Code § 3903.42(B) plus the estimated total amount for which the Associations are entitled to priority under Ohio Revised Code § 3903.42(A) (the sum of Paragraph F and Paragraph G).
- I. The percentage that the total amount of the Association's Claims comprises of the estimated total amount of claims that are entitled to priority under Ohio Revised Code § 3903.42(B) plus the estimated total amount for which the Associations are entitled to priority under Ohio Revised Code § 3903.42(A) (Paragraph F divided by Paragraph H).
- J. The amount paid to the Associations by the Liquidator on prior disbursements under this Plan.

- K. The cumulative amount to be distributed to the Associations to date. This amount shall be determined by: 1) adding the amount of liquid assets available for disbursement to the Associations and all other claimants entitled to priority under Ohio Revised Code § 3903.42(B) (Paragraph E) and the amount paid to the Associations by the Liquidator on prior disbursements under this Plan (Paragraph J); and 2) multiplying this sum by the percentage calculated under Paragraph I.
- L. The total amount to be distributed to the Associations shall be the amount calculated under Paragraph K minus the amount paid to the Associations by the Liquidator on prior disbursements under this Plan (Paragraph K minus Paragraph J).
- III. The total amount of each distribution made pursuant to this Plan, shall be allocated and paid to each Association pro-rata based on the amount of each Association's Claim. The allocation made at the time of each distribution, following the initial distribution, shall be cumulative and shall be based on the total amount of each Association's Claim. The amounts that the Liquidator is obligated to pay for any early access distribution hereunder shall not be reduced by the amount of any statutory/special deposit maintained in the state of a particular Association unless such deposit is actually received by the Association or unless the Liquidator obtains approval from the Liquidation Court to reduce an early access distribution to a specific Association or Associations by the amount of any statutory/special deposit yet to be released to the Association. To the extent that an Association directly collects or receives any subrogation, deductible or other recoveries in connection with claims paid by the Association, the amounts that the Liquidator shall distribute to each Association shall be reduced by the amount of such subrogation, deductible or other recoveries if and when it is determined that such subrogation, deductible or other recoveries are assets of the liquidation estate. Should an early access distribution to a particular Association be reduced because the Association has received a statutory/special deposit, subrogation recovery, deductible recovery or other recovery, or because the Liquidation Court has approved the reduction of an early access distribution to a specific Association or Associations by the amount of any statutory/special deposit yet to be released to the Association, then the amount that, but for the statutory/special deposit or recovery, would have been released to such Association shall be distributed in accordance with this Paragraph III to the Associations eligible for such distribution.
- IV. Any payment to be made under the provisions of this Plan shall be conditioned upon the Association agreeing, executing and returning to the Liquidator, the Agreement attached hereto as Exhibit "1" (the "Agreement").

EXHIBIT 1

**LIQUIDATION OF
ACCELERATION NATIONAL INSURANCE COMPANY**

AGREEMENT

This agreement entered into between J. Lee Covington, II, Superintendent of Insurance, State of Ohio, as Liquidator of Acceleration National Insurance Company (hereinafter referred to as "Liquidator") and _____ (hereinafter referred to as the "Association") pursuant to the provisions of Ohio Revised Code § 3903.34. It is hereby agreed between the parties that in order for the Association to receive and the Liquidator to release the distribution of assets pursuant to the Plan for Disbursement of Assets to Guaranty Associations Pursuant to Ohio Revised Code § 3903.34 (the "Plan") approved by the Liquidation Court, the Association agrees as follows to:

- A. Submit to the jurisdiction of the Court of Common Pleas, Franklin County, Ohio (hereinafter referred to as the "Liquidation Court") with respect to any claim, issue or dispute involving, arising out of or relating to this Agreement, or to the Plan, provided, however, that nothing in this Agreement or the Plan is intended to affect the proper venue or forum for any action arising out of or relating to any other matter or controversy, nor shall the fact that the Association agreed to the Plan or executed this Agreement be used for purposes of arguing the proper venue of any such action;
- B. Timely respond in good faith to all requests for information submitted to it by the Liquidator;
- C. Acknowledge the receipt of notice and a copy of the Order of Liquidation and Appointment of Liquidator, entered by the Liquidation Court in this matter on February 28, 2001, Civil Action 00CVH11-10534, and acknowledge the Association's obligation to abide by the terms and conditions of such Order that are applicable to the Association;
- D. Establish and maintain a separate ledger account for the receipt of any payment herein;
- E. Permit the Liquidator to examine its books and records relevant to the Acceleration National Insurance Company, upon reasonable notice and at reasonable times not to exceed quarterly, before final distribution;
- F. At least once each quarter, the Association will provided the Liquidator with report(s) in accordance with the NAIC Uniform Data Standards Reporting Format, and such other information as may reasonably be required by the Liquidator;

- G. Return to the Liquidator, upon his request, any assets together with income earned on the assets previously disbursed or received, which may be required to pay claims of secured creditors and/or claims that are of an equal or higher priority of distribution established in Ohio Revised Code § 3903.42, which return of assets and income shall be made within thirty (30) days after request is made by the Liquidator in accordance with paragraph N, or within sixty (60) days after such request is made if it is necessary for the Association to make an assessment;
- H. Reimburse the Liquidator for any amount paid or received in excess of an amount it is ultimately determined the Association is entitled to receive upon final account having been filed by the Liquidator and approved by the Liquidation Court, which reimbursement shall be made within thirty (30) days after request is made by the Liquidator in accordance with paragraph O, or within sixty (60) days after such request is made if it is necessary for the Association to make an assessment;
- I. Make a full report to the Liquidator accounting for all assets disbursed to the Association, all disbursements made therefrom, any interest earned by the Association on such assets and any other matter reasonably required by the Liquidator or the Liquidation Court;
- J. As soon as practicable, return all closed case/claim files to the Liquidator, which closed files the Liquidator agrees to return to the Association upon its reasonable request;
- K. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement shall be instituted or resolved in the Liquidation Court, and that this Agreement shall be governed by the laws of the State of Ohio.
- L. Any notice or service required or permitted under the terms of this Agreement to be given to the parties shall be deemed given (i) if actually received by the intended recipient by any means of manual delivery or electronic transmission or (ii) if posted by prepaid certified mail, return receipt requested, or (iii) if consigned to and received by a commercial delivery service and addressed as follows:

If to the Liquidator:

Acceleration National Insurance Company, In Liquidation
Attn: Douglas L. Hertlein
1366 Dublin Road
Columbus, Ohio 43215
Telephone: (614) 487-9200
FAX: (614) 487-9418

With a copy to:

Jerry Tinianow
Dinsmore & Shohl
175 South Third Street, Suite 1000
Columbus, OH 43215-5134
Telephone: (614) 628-6905
FAX: (614) 628-6890

If to the Association:

Telephone: / -
FAX: / -

With a copy to:

Telephone: / -
FAX: / -

With a copy to:

The National Conference of Insurance
Guaranty Funds
10 West Market Street, Suite 1190
Indianapolis, Indiana 46204
Telephone: (317) 464-8199
FAX: (317) 464-8180

The execution of this Agreement by the Association, and the acceptance by the Association of any amount distributed pursuant to the Plan, shall be without prejudice to the Association's rights with respect to final or other distributions from the estate of Acceleration National Insurance Company. Without limiting the generality of the foregoing, the Association reserves its rights to assert whatever claim the Association deems appropriate with respect to the composition of and priority to be afforded to the Association's claim for its payment of losses and expenses, and its rights with respect to any issues relating to what assets constitute assets of the estate.

J. LEE COVINGTON, II, LIQUIDATOR

ASSOCIATION:

By: _____
DOUGLAS L. HERTLEIN
Chief Deputy Liquidator

Dated: _____

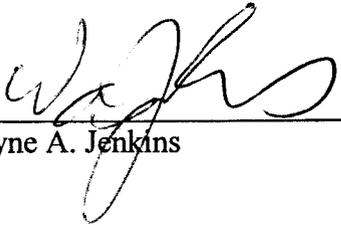
By: _____

Its: _____

Dated: _____

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing has been mailed by 1st class U.S. Mail, postage prepaid, to all parties on the attached Service List this 15th day of March, 2002.



Wayne A. Jenkins

SERVICE LIST

Edwin E. Evans, Managing Sec.
South Dakota Insurance Guaranty
Association
513 S. Main Avenue
P.O. Box 1030
Sioux Falls, SD 57101-1030

Paul M. Gulko, Exec. Secretary
c/o Connecticut Insurance Guaranty, et al.
One Bowdoin Square
Boston, MA 02114-2916

Kevin D. Harris
Counsel and Secretary
NCIGF
10 West Market Street
Indianapolis, IN 46204

Davies Burton, Manager
Ancillary Receiverships Admin.
New York Liquidation Bureau
123 William Street
New York, NY 10038

Jeffrey J. Cahill, Managing Sec.
North Dakota Insurance Guaranty
Association
P.O. Box 2634
Bismark, ND 58502-2634

Thomas W. Jenkins
Rowe W. Snider
Attorneys for Illinois Guaranty Assn.
Lord Bissell & Brook
115 S. LaSalle
Chicago, IL 60603

Marvin Kelly, Executive Director
Texas Property & Casualty
Insurance Guaranty Association
9120 Burnet Road
Austin, TX 78758

Jack A. King, Exec. Director
Arizona Property & Casualty
Insurance Guaranty Fund
3443 N. Central Avenue
Suite 1000
Phoenix, AZ 85012

David A. Kopech
Ellis Venable & Busam
33 North High Street
Columbus, OH 43215-3075

Scott Myers, Esq.
Lawrence D. Pratt, Esq.
Assistant Attorneys General
30 East Broad Street, 26th Floor
Columbus, OH 43215-3428

Jerry D. Service, General Manager
Florida Insurance Guaranty Association
10151 Deerwood Park Blvd.
Bldg. 100, Suite 400
Jacksonville, FL 32256-0556

Steve A. Uhrynawycz, Liquidation
Liquidation Directory/Deputy Receiver
Arkansas Department of Insurance
1200 W. Third Street, Suite 340
Little Rock, AR 72201-1904

Lawrence E. Mulryan, Executive Director
California Insurance Guarantee Fund
8383 Wilshire Blvd., Suite 810
Beverly Hills, CA 90211

Robert T. "Ted" Sweeney, President (UDS)
c/o Colorado Insurance Guaranty
Association,
et al.
c/o Western Guaranty Fund Services
1720 South Bellaire Street, Suite 408
Denver, CO 80222

Homer A. Rhule, Executive Manager
Delaware Insurance Guaranty Association
220 Continental Drive
Suite 309
Newark, DE 19713

Michael C. Marchman, Executive Director
Georgia Insurers Insolvency Pool
2177 Flintstone Drive, Suite R
Tucker, GA 30084

Blake J. Obata, Administrator
Hawaii Insurance Guaranty Association
P.O. Box 4660
Honolulu, HI 96812-4660

Anne A. Sharp, Executive Director (UDS)
Illinois Insurance Guaranty Fund
120 South LaSalle Street, Suite 1910
Chicago, IL 60603

Phillip A. Hammond, Executive Director
Indiana Insurance Guaranty Association
Two Market Square Center
251 East Ohio Street, Suite 1070
Indianapolis, IN 46204-2143

Kent M. Forney, General Counsel (UDS)
Iowa Insurance Guaranty Association
801 Grand Avenue, Suite 3700
Des Moines, IA 50309-2727

A. Scott Webster, Executive Director
Kentucky Insurance Guaranty Association
Hurstbourne Park Bldg.
9200 Shelbyville Road, Suite 429
Louisville, KY 40222-5133

Allen M. Edwards, Executive Director
Louisiana Insurance Guaranty Association
4324 South Sherwood Forest Blvd., Suite
170
P.O. Box 77930
Baton Rouge, LA 70879-7930

Joseph R. Petr, Executive Vice President
Maryland Property & Casualty Insurance
Guaranty Corporation
305 Washington Avenue, Suite 600
Towson, MD 21204-4715

Thomas Kujawa, Executive Director (UDS)
Michigan Property & Casualty Guaranty
Association
17570 Laurel Park Drive, North
Livonia, MI 48152

Judy A. Bowron, Executive Director (UDS)
Minnesota Insurance Guaranty Association
4640 West 77th Street, Suite 342
Edina, MN 55435

C. William Satterfield, Executive Director
Mississippi Insurance Guaranty Association
The Atrium North, Suite 500
805 South Wheatley Street
Ridgeland, MS 39157-5004

Barbara Sauer, Acting Executive Director
Missouri Property and Casualty Insurance
Guaranty Association
7525 Ravensridge
St. Louis, MO 63119

L. Dean Fletcher, Administrator (UDS)
Nebraska Property and Liability Insurance
Guaranty Association
1610 South 70th Street, Suite 100
P.O. Box 57006, Station C (68505)
Lincoln, NE 68506

Richard H. Houck, Manager (UDS)
Nevada Insurance Guaranty Association
2340 Paseo Del Prado, Suite D-205
Las Vegas, NV 89102

Holly C. Bakke, Executive Director
New Jersey Property-Liability Insurance
Guaranty Association
59-63 Mine Brook Road
Bernardsville, NJ 07924

Gary M. Keenan, Fund Administrator
New Mexico Property and Casualty
Insurance
Guaranty Association
c/o Keenan & Associates, Inc.
11501 Montgomery Blvd., NE
P.O. Box 14590
Albuquerque, NM 87191-4590

Davies Burton
New York Liquidation Bureau
123 William Street
New York, NY 10038

Raymond Evans, Managing Secretary
North Carolina Insurance Guaranty
Association
5401 Six Forks Road
Raleigh, NC 27609-4435

Jeffrey J. Cahill, Managing Secretary (UDS)
North Dakota Insurance Guaranty
Association
P.O. Box 2634
Bismark, ND 58502-2634

Frank A. Gartland, President
Ohio Insurance Guaranty Association
West Virginia Insurance Guaranty
Association
1840 Mackenzie Drive
Columbus, OH 43220

Howard B. Howell, General Manager (UDS)
Oklahoma Property & Casualty Insurance
Guaranty Association
2601 Northwest Expressway, Suite 330E
Oklahoma City, OK 73112

John Wreath, Administrator
Oregon Insurance Guaranty Association
10700 Southwest Beaverton Highway, Suite
426
Beaverton, OR 97005

J. Smith Harrison, Jr.
Executive Director/Secretary
South Carolina Property & Casualty
Insurance
Guaranty Association
P.O. box 407
Columbia, SC 29202

W. D. Brocmel, Executive Secretary
Tennessee Insurance Guaranty Association
Nationsbank Plaza - Suite 1740
414 Union Street
Nashville, TN 37219

Keith N. McCune
Managing Secretary & Counsel
Utah Property & Casualty Insurance
Guaranty
Association
P.O. Box 17632
Salt Lake City, UT 84117-0632

Mark H. Femal, Executive Director (UDS)
Wisconsin Insurance Security Fund
2445 Darwin Road, Suite 101
Madison, WI 53704