JUDGE SULLIVAN

15 CV 00165

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CLEARWATER INSURANCE COMPANY,

Petitioner,

-v-

GRANITE STATE INSURANCE COMPANY and NEW HAMPSHIRE INSURANCE COMPANY,

Respondents.

Case No. _____

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PETITION TO CONFIRM A FINAL ARBITRATION AWARD

Petitioner Clearwater Insurance Company (f/k/a Odyssey Reinsurance Corporation f/k/a Skandia America Reinsurance Corporation) ("Clearwater"), by its attorneys, Crowell & Moring LLP, respectfully petitions this Court, pursuant to Section 9 of the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* for an order (a) confirming the final award (the "Final Award") issued by the arbitration panel in an arbitration proceeding between Petitioner Clearwater and Respondents Granite State Insurance Company ("Granite State") and New Hampshire Insurance Company ("New Hampshire") (collectively, "Respondents"); (b) directing that judgment be entered in favor of Clearwater on the Final Award; and (c) granting such other and further relief as the Court may deem just and proper. In support thereof, Clearwater alleges as follows:

THE PARTIES

1. Clearwater is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located in Manchester, New Hampshire.

2. Upon information and belief, Granite State is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located in New York, New York.

3. Upon information and belief, New Hampshire is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located in New York, New York.

JURISDICTION AND VENUE

4. Jurisdiction is based on diversity of citizenship. 28 U.S.C. § 1332(a). Clearwater and Respondents are citizens of different states and the amount in controversy exceeds $75,000, exclusive of interest and costs.

5. Venue in this District is proper under 28 U.S.C. § 1391 in that Respondents are residents of New York, New York.

BACKGROUND

6. As relevant here, Clearwater and Respondents were parties to three reinsurance contracts involving interstate commerce (the "Contracts"). (Copies of the Contracts are attached hereto as Exhibits A-C.) Each Contract covers business written on behalf of Respondents by their underwriting manager, C.V. Starr & Co., a California Corporation, and premium, accountings, correspondence and loss payments flowed between the parties through an intermediary located in California. *See* Ex. A at Preamble & Article 17; Ex. B at Articles 1 & 21; Ex. C at Articles 1 & 21.

7. Each Contract contains a clause requiring binding arbitration of all disputes between Clearwater and Respondents:

> If any dispute or difference of opinion shall arise with reference to the interpretation of this Contract or the rights with respect to any transaction involved, the dispute shall be referred to three arbitrators . . . . The decision of a majority of the arbitrators shall be final and binding upon both parties.

(*See* Ex. A at Article 12.)