

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

SECURITY INSURANCE COMPANY OF :
HARTFORD, :
Plaintiff, :
 :
-vs- : Civ. No. 3:01cv2198 (PCD)
 :
TRUSTMARK INSURANCE COMPANY, :
Defendant. :

RULING ON THIRD-PARTY DEFENDANT TIG INSURANCE COMPANY'S MOTION
FOR CLARIFICATION AND/OR TO COMPEL COMPLIANCE

Third-Party Defendant TIG Insurance Company ("TIG") moves for clarification of and/or to compel compliance with this Court's 2/5/03 ruling granting in part TIG's motion to compel production.

Much of the disagreement lies in that portion of the order providing that

production consistent with the requests is ordered limited to those agreements involving (1) reporting deficiencies of the nature but not necessarily the magnitude alleged in the third-party complaint, (2) overall profitability less than or equal to the TIG insurance at issue in this action, and (3) pricing or reserving problems in blocks of insurance reinsured.

Although the above arguably implicates a three-part test, it is in fact a delineation of three separate circumstances under which documents are deemed relevant. As such, only one of the three criteria need be satisfied.

TIG and defendant also take issue with the above reference to overall profitability, the former arguing that the reference is to anticipated profitability, the latter arguing that the reference is to actual profitability. The reference is broad enough to encompass both actual and anticipated profitability less than or equal to that of the arrangement with TIG.

The remaining issues raised pertain to the scope of the above criteria, specifically whether the order is limited to production of agreements or all documents relating to agreements meeting one of the three criteria. As the above order was directly preceded by an allegation implicating circumstances rather than the content of individual agreements, thus the order encompasses all documents relevant to the particular criterion and is not limited to the actual agreement implicated.¹

TIG's motion for clarification (Doc. No. 157) is **granted**. Production is ordered in accordance with the foregoing opinion.

SO ORDERED.

Dated at New Haven, Connecticut, March ____, 2003.

Peter C. Dorsey
United States District Judge

¹ TIG initially argued that defendant refused to produce underwriting documents. In light of defendant's response that it intends to produce the same, the issue is moot.