

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTMARK INSURANCE COMPANY,)	
)	
Petitioner,)	
)	
v.)	No. 09 C 1673
)	
CLARENDON NATIONAL INSURANCE)	Hon. David H. Coar
COMPANY and CLARENDON AMERICA)	
INSURANCE COMPANY,)	
)	
Respondent.)	

**TRUSTMARK INSURANCE COMPANY’S
AMENDED PETITION TO CONFIRM SECOND CORRECTED FINAL AWARD**

Petitioner, Trustmark Insurance Company, by its undersigned attorneys, respectfully petitions this Court pursuant to section 9 of the Federal Arbitration Act, 9 U.S.C. § 9, for a judgment confirming the Second Corrected Final Award entered *In the Matter of the Arbitration Between the Trustmark Insurance Company, on the one hand, and the Clarendon National Insurance Company and the Clarendon America Insurance Company, on the other* (the “Arbitration”).

THE PARTIES

1. Petitioner, Trustmark Insurance Company (“Trustmark”), is an Illinois corporation with its principal place of business in Lake Forest, Illinois.

2. Respondent, Clarendon National Insurance Company (“Clarendon National”), is a New Jersey corporation with its principal place of business in New York.

3. Respondent, Clarendon America Insurance Company (“Clarendon America”), is also a New Jersey corporation with its principal place of business in New York.

JURISDICTION & VENUE

4. Subject matter jurisdiction is based on diversity of citizenship under 28 U.S.C. § 1332. The amount in controversy, exclusive of interests and costs, exceeds \$75,000.

5. Venue lies in this district under 28 U.S.C. § 1391 and under the applicable provisions of the Federal Arbitration Act.

CLAIM FOR RELIEF

6. Trustmark has entered into certain Excess of Loss Reinsurance Agreements with Clarendon National and Clarendon America (collectively “Clarendon”) each of which contained an agreement to arbitrate disputes.

7. A dispute arose between Trustmark and Clarendon that could not be resolved by compromise and Trustmark initiated an arbitration seeking to recover certain monies from Clarendon. A three-member arbitration panel (the “Panel”) was convened to resolve the disputes.

8. After an organizational meeting and nine days of hearings in this matter in Chicago, Illinois during July 2008, the Panel issued an Initial Award on October 15, 2008. In the Initial Award, the Panel retained jurisdiction to resolve remaining disputes.

9. The Panel heard additional argument and also considered additional letter briefs that the parties submitted after which the Panel issued a “Final Award” on March 17, 2009. On March 18, 2009, the Panel issued a “Corrected Final Award” to correct a computational error in the Final Award. Finally, on March 20, 2009, the Panel issued its “Second Corrected Final Award” which is, as Clarendon has admitted, the final award in the arbitration.

10. Trustmark now petitions this Court to confirm the Second Corrected Final Award in accordance with the Federal Arbitration Act. This Amended Petition to Confirm the Second Corrected Final Award is brought within one year after the Awards were entered, as required under Federal Arbitration Act section 9 (9 U.S.C. § 9).

11. Clarendon has not sought any relief to vacate, modify or correct the Award. In addition, Trustmark has made no previous request to this or any other Court for the relief requested herein.

WHEREFORE, Petitioner, Trustmark Insurance Company, respectfully requests that this Court:

1. Confirm the Panel's Second Corrected Final Award pursuant to 9 U.S.C. § 9; and
2. Enter judgment in favor of Trustmark and against Clarendon in the amount of \$6,645,648 (Six Million, Six Hundred Forty Five Thousand, Six Hundred and Forty Eight Dollars) with interest on the unpaid balance accruing at 9% per annum starting on March 20, 2009 (the date of the Award) as provided for in the Second Corrected Final Award until such amounts are paid in full.

DATED: April 30, 2009

RESPECTFULLY SUBMITTED,

/s/ Everett J. Cygal

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