UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE	ADMINISTRATIVE EXPENSE PROOF OF CLAIM	Administrative Expense Bar Date February 4, 2013 at 5:00 p.m. (prevailing Eastern time)

NOTE: This form should only be used by claimants asserting an Administrative Expense arising on or after January 3, 2012, through and including January 4, 2013. IT SHOULD NOT BE USED FOR CLAIMS ARISING PRIOR TO JANUARY 3, 2012, AND SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(b).

Name of Debtor: (See reverse for List of Debtors/Case Numbers)
Hopkins Airport Limousine Service, Inc.

Case Number:
12-10032

Name of Creditor:
(The person of entity to whom the debtor owes money or property)
National Union Fire Insurance Company of Pittsburgh, Pa. and related companies listed on Attachment

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your Administrative Expense. Attach copy of statement giving particulars.

Name and Address Where Notices Should be Sent:

Michael S. Davis, Esq.
Zeichner Ellman & Krause LLP
575 Lexington Avenue
New York, NY 10022
212-223-0400

David W. Carickhoff
Blank Rome LLP
1201 Market Street, Ste. 800
Wilmington, DE 19801
302-425-6434

Check here is this claim: ☐ replaces or ☐ amends a previously filed Administrative Expense Proof of Claim.

Claim Number (if known): _____

Dated: _____

ACCOUNT OF OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

1. **Basis For Administrative Expense:**

☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other See Attachment

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BMC GROUP

☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries, and compensation (fill out below)
Last four digits of SS#: _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. **Date debt was incurred:** January 3, 2012 through September 16, 2012

3. **If court judgment, date obtained:**

4. **Total Amount of Administrative Expense $** 36,225,178 See Attachment. Subject to Adjustment.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

5. **Brief Description of Administrative Expense (attach any additional information):**
Insurance. See Attachment.

6. **CREDITS AND SETOFFS:** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting document, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. Do not send original documents. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. **TIME STAMPED COPY:** To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date: February 1, 2013

Sign and print the name and title, if any, of the creditor or other person authorized to file this Administrative Expense Proof of Claim (attach copy of power of attorney, if any)

Michael S. Davis, Attorney

Coach America
02552

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	Case No. 12-10010
COACH AM GROUP HOLDINGS, CORP., et al.	:	(together with Jointly Administered Cases referred to on Annexed List of Debtors)
Debtors.	:	

ATTACHMENT TO ADMINISTRATIVE CLAIM OF NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. AND CERTAIN OTHER MEMBER COMPANIES OF AMERICAN INTERNATIONAL GROUP, INC., INCLUDING ALLIED WORLD ASSURANCE COMPANY, AMERICAN HOME ASSURANCE COMPANY, CHARTIS CASUALTY COMPANY, CHARTIS EXCESS LIMITED, CHARTIS SPECIALTY INSURANCE COMPANY, CHINA AMERICA INSURANCE COMPANY, GRANITE STATE INSURANCE COMPANY, ILLINOIS NATIONAL INSURANCE COMPANY, INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA, LEXINGTON INSURANCE COMPANY AND NEW HAMPSHIRE INSURANCE COMPANY

1. This request for payment of an Administrative Claim is filed on behalf of National Union Fire Insurance Company of Pittsburgh, Pa. and certain other Member Companies of American International Group, Inc., including Allied World Assurance Company, American Home Assurance Company, Chartis Casualty Company, Chartis Excess Limited, Chartis Specialty Insurance Company, China America Insurance Company, Granite State Insurance Company, Illinois National Insurance Company, Insurance Company of the State of Pennsylvania, Lexington Insurance Company and New Hampshire Insurance Company (collectively, "Claimant") that provided insurance, insurance services and/or surety bonds to Coach Am Group Holdings Corp. and each or any of its jointly administered debtors ("Debtors") (see List of Debtors attached hereto).

2. Since January 3, 2012 (the "Petition Date"), Claimant provided the Debtors with certain post-petition insurance coverages (the "Administrative Coverages"), including, without limitation the Risk Management Program (defined below) which provided commercial automobile, general liability and workers' compensation coverages pursuant to certain insurance policies and other agreements. The Administrative Coverages also include, without limitation, other policies listed on the annexed List of Certain Policies and Exhibits (the "Exhibit and Policy List").

3. Claim is made for all post-petition obligations of the Debtors arising under the Administrative Coverages whether or not the relevant insurance policies and related agreements are specifically listed or described in the Exhibit and Policy List. The documents

which evidence the Administrative Coverages are voluminous and it is not practical to attach and/or list all of them. Nothing in this description of the Administrative Coverages or any of the attached documents is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any policy or other document.

4. Annexed hereto as Exhibit A is a certain Payment Agreement and Addenda (the "Payment Agreement") adopted September 16, 2008 which governs a certain risk management program (the "Risk Management Program") provided to Debtors which was in force on January 3, 2012 and remained in force until September 16, 2012. The Risk Management Program is described in part by the Payment Agreement, by a certain Binder annexed as Exhibit B and by two Large Risk Rating Plan Endorsements annexed as Exhibit C.

5. The Payment Agreement provides that each Debtor that is insured under the Risk Management Program is jointly and severally liable for this administrative claim to the extent it is derived from the Risk Management Program. Additionally, under established case law multiple insured parties may be jointly and severally liable for premiums under policies provided for their benefit. Marine Office of America Co. v. J.E. Brenneman Co., S.T., 91 Civ. 0663, 1992 WL 8247, at *1 (S.D.N.Y. Jan. 10, 1992) ("all named insureds on a policy of insurance are jointly and severally liable for the payment of premiums [to insurer]."). For these two reasons, Claimant is filing substantially identical administrative claims in each of the Debtor's cases. However, Exhibits A, B, C, D and E are only attached to the claim filed in case number 12-10010. Please refer to that claim for copies of such Exhibits.

6. **Components of this Claim**.

(a) **Liquidated Claim for $36,225,178 (Subject to Adjustment)**. Claimant provided Administrative Coverages for Debtors under the Risk Management Program on or after January 3, 2012 through September 16, 2012. Debtors jointly and severally owe Claimant $36,225,178 (subject to adjustment) for such coverage. This amount is tabulated on Exhibit D hereto.

(b) **Liquidated Claim for $2,424**. Debtors owe Claimant $2,424 for premiums due under policy 15679083 for the post-petition period.

(c) **Unliquidated Claim for the Insurance Program**. The Liquidated Claim set out in Exhibit D is subject to audit and adjustment. Any additional administrative amount due in connection with the Risk Management Program is an unliquidated administrative claim. Also, any administrative claim arising from policies, agreements or transactions listed on the Exhibit and Policy List that are not part of the Risk Management Program are unliquidated and/or subject to audit. Those amounts have not been compiled or tabulated. Claimant reserves the right to amend this claim as such amounts become liquidated.

(d) **Contingent Claim Including Failure to Exhaust Underlying Coverage**: To the extent that Claimant provided administrative insurance coverage of any kind to the Debtors, Claimant hereby asserts a contingent claim for any and all rights to payment, rights to receive performance, actions, defenses, setoffs and/or recoupments arising from, related to, or in

connection with any and all of the Debtors' duties and obligations under the terms of the Administrative Coverages, including but not limited to, rights based upon or arising from any failure to exhaust underlying insurance.

(e) **Claims Arising from Breach of Contract**. The Debtors have certain duties under the Administrative Coverages, including the duty to refrain from voluntary settlements, the duty to tender claims to its insurer for defense, and the duty to cooperate with its insurer. Claimant asserts a claim for all loss or damage arising from any post-petition breach of duty that may arise from such obligations.

(f) **Other Insurance or Services and Reservation of Rights**. To the extent Claimant provides or provided any other or different insurance (including excess coverages or renewals of coverages), or other post-petition services to the Debtors, Claimant hereby asserts an administrative claim for all obligations of the Debtors to Claimant arising thereunder, including, without limitation, premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and other costs arising from such transactions, or from funds advanced post-petition or to be advanced on the Debtors' behalf. Additionally, Claimant reserves the right to amend this administrative claim to assert further amounts due or further particulars in connection therewith.

(g) **Fidelity and Surety Bonds.** Claimant may have provided the Debtors with surety, fidelity and other bonds for the account of the Debtors which may have been in force on or after January 3, 2012. In the event any such bond provided a post-petition benefit to the Debtors, claim is asserted for all premiums, fees, expenses or reimbursements due thereunder, whether or not specifically listed or described in the attached documents. Should Claimant be called upon to pay on any such bond, Claimant may amend this claim to specify the amounts due to it on account of such payment.

(h) **Quantum Meruit**. To the extent any Debtors received any post-petition benefit from insurance, bonds or other services or transactions provided by Claimant to any Debtor, such Debtor is obligated to pay Claimant for the value of the benefits received as an administrative claim.

7. Pursuant to the Administrative Coverages, the Debtors are obligated to pay to Claimant the above stated claims pursuant to section 503(b) of the Bankruptcy Code for all amounts, liquidated, unliquidated, contingent or otherwise, for insurance and other services provided to the Debtors after the Petition Date.

8. The test to determine whether an applicant is entitled to payment of an administrative expense, is whether the services provided by the applicant resulted in actual and demonstrable benefit to the debtor's estate. In re AM Intern, Inc., 203 B.R. 898, 904 (Bankr. D. Del. 1996) (citing Lebron v. Mecham Financial, Inc., 27 F.3d 944 (3d Cir. 1994)). It is well settled that insurance is a recognized means of protecting and preserving the estate, thus providing a benefit to the estate. In re Gamma Fishing Co., Inc., 70 B.R. 949, 953 (Bankr. S.D. Calif. 1987) (citing 2 Collier Bankruptcy Manual, 503-517 (3d ed. 1986)).

9. It is equally well settled that an insurance provider is to be awarded administrative expense for Administrative Coverages and for all coverage provided during the post petition period. In re Maxwell Newspapers, Inc., 192 B.R. 633, 637 (Bankr. S.D.N.Y. 1996), for example, acknowledges that an insurer "incurred additional risk by continuing coverage" and this "is not dissimilar from the landlord-tenant context, in which a debtor's occupancy of a premise may be a basis for a finding of new value." Id.

10. When an individual is injured by the post-petition tortious conduct of a debtor, the resulting claim is also an administrative claim that must be paid in full. Reading Co. v. Brown, 391 U.S. 471, 483 (1968) ("Reading"). Annexed hereto as Exhibit E is a list of known and reported tort claims asserted against these Debtors, all arising from post-petition accidents and occurrences, each of which makes up part of this claim. The Debtors' obligations for each such claim is an administrative expense claim. Moreover, the Supreme Court established in Reading that just as payment of a tort claim was an "actual and necessary" expense of a debtor's estate, the cost of insurance for such tortious losses is also "actual and necessary. The Court said:

> More directly in point is the possibility of insurance. An arrangement may provide for suitable coverage, and the court below recognized that the cost of insurance against tort claims arising during an arrangement is an administrative expense payable in full under § 64a (1) before dividends to general creditors. It is of course obvious that proper insurance premiums must be given priority, else insurance could not be obtained. (391 U.S. at 483)

11. The Debtors would not have been permitted to operate their business after the Petition Date without the Risk Management Program, and the Debtors received other substantial benefits from the existence of all the Administrative Coverages. Accordingly, Claimant is entitled to an administrative expense claim, pursuant to section 503(b) of the Bankruptcy Code, for this claim.

12. The Risk Management Program is governed by an arbitration agreement. (See Exhibit A, page 8.) The filing of this request for payment is not intended to waive any right to arbitration. Claimant expressly reserves the right to seek arbitration of any dispute arising in connection with the Risk Management Program. To the extent of any applicable pre-existing arbitration agreement, this court's jurisdiction to resolve disputes should be limited to referring such disputes to arbitration and enforcing any arbitration award.

13. In executing and filing this request for payment, Claimant: (i) does not submit itself to the jurisdiction of this Court for any purpose other than with respect to said request for payment; (ii) does not waive any right or rights that it has or may have against any

other persons liable for all or part of the request for payment set forth herein; (iii) expressly reserves the right to the extent permitted by law to amend or supplement this request for payment in any respect; and (iv) expressly reserves the right to assert all claims, causes of action, defenses, offsets or counterclaims.

14. Claimant reserves all rights under any policy, settlement agreement or other contract with the Debtors. Claimant expressly reserves all rights to cancel or rescind any and all of the agreements which are the subject of this request for payment. Nothing herein is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any policy of insurance or any other contract or bond, each of which should remain subject to all its terms and conditions.

WHEREFORE, Claimant respectfully requests that the Court enter an Order (i) granting Claimant an allowed administrative expense claim for all amounts due to or arising after the Petition Date; (ii) requiring the Debtors to make payment of such claim; and (iii) providing for such other relief that the Court deems just and proper.

February 1, 2013

ZEICHNER ELLMAN & KRAUSE LLP

By: _____

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Attorneys for National Union Fire Insurance Company of Pittsburgh, Pa. and the Other Claimants listed above

List of Debtors:

Coach Am Group Holdings Corp.	12-10010
Coach Am Holdings Corp.	12-10017
Coach America Holdings, Inc.	12-10018
American Coach Lines, Inc.	12-10019
America Charters, Ltd.	12-10021
CUSA Atlanta, Inc. (f/k/a American Coach Lines of Atlanta, Inc.)	12-10022
American Coach Lines of Jacksonville, Inc.	12-10023
American Coach Lines of Miami, Inc.	12-10024
American Coach Lines of Orlando, Inc.	12-10026
Coach America Group, Inc.	12-10027
B & A Charter Tours, Inc.	12-10028
CUSA Dillon's, Inc. (f/k/a Dillon's Bus Service, Inc.)	12-10029
Florida Cruise Connection, Inc.	12-10030
Hopkins Airport Limousine Services, Inc.	12-10032
Lakefront Lines, Inc.	12-10033
The McMahon Transportation Company	12-10034
Midnight Sun Tours, Inc.	12-10035
Royal Tours of America, Inc.	12-10036
Southern Coach Company	12-10037
Tippet Travel, Inc.	12-10038
Trykap Airport Services, Inc.	12-10039
Trykap Transportation Management, Inc.	12-10040
KBUS Holdings, LLC	12-10041
ACL Leasing, LLC	12-10042
CAPD, LLC	12-10043
Coach America Transportation Solutions, LLC	12-10044
CUSA, LLC	12-10045
CUSA ASL, LLC	12-10046
CUSA AT, LLC	12-10047
CUSA AWC, LLC	12-10048
CUSA BCCAE, LLC	12-10049
CUSA BESS, LLC	12-10050
CUSA CC, LLC	12-10051
CUSA CSS, LLC	12-10052
CUSA EE, LLC	12-10053
CUSA ELKO, LLC	12-10054
CUSA ES, LLC	12-10055
CUSA FL, LLC	12-10056
CUSA GCBS, LLC	12-10057
CUSA GCT, LLC	12-10058
CUSA KBC, LLC	12-10059
CUSA K-TCS, LLC	12-10060
CUSA Leasing, LLC	12-10061
CUSA PCSTC, LLC	12-10062
CUSA PRTS, LLC	12-10063
CUSA RAZ, LLC	12-10064
CUSA Transit Services, LLC	12-10065
Get A Bus, LLC	12-10066
Coach BCCAE, L.P.	12-10067
Coach Leasing BCCAE, L.P.	12-10068

List of Certain Policies and Exhibits
(for Administrative Coverages)

1. Payment Agreement and Addenda (attached as Exhibit A).
2. Binder (attached as Exhibit B).
3. Large Risk Rating Plan Endorsement (attached as Exhibit C).
4. Policies (voluminous, not attached).

Policy #		Insured Name	Effective	Expiration
00008058222	GL	Coach USA, Inc.	05/01/09	05/01/12
00025030276	CAEX	Coach USA, Inc.	05/01/11	05/01/12
00060703932	GLEX	Coach USA, Inc.	05/01/11	05/01/12
00001705250	WCEX	Coach America Holdings, Inc.	11/01/08	09/16/12
00001738141	GL	Coach America Holdings, Inc.	09/16/06	09/16/12
00002087663	WC	Coach America Holdings, Inc.	09/16/05	09/16/12
00002087664	WC	Coach America Holdings, Inc.	09/16/05	09/16/12
00003715756	WC	Coach America Holdings, Inc.	09/16/04	09/16/12
00003715758	WC	Coach America Holdings, Inc.	09/16/04	09/16/12
00009798679	CA	Coach America Holdings, Inc.	09/16/04	09/16/12
00025030495	GLEX	Coach America Holdings, Inc.	09/16/11	09/16/12
00043732409	CAEX	Coach America Holdings, Inc. DBA CUSA, LLC	09/16/10	09/16/12
00013052979	DO	Coach Am Group Holdings Corp.	10/30/11	10/30/12
00014780284	FIDL	Busco, Inc. DBA Arrow Stage Lines	01/01/12	01/01/13
00007416760	DO	Coach America Holdings, Inc.	04/20/07	04/21/13
00012577243	GL	Coach America Holdings, Inc.	09/17/08	09/17/14
00013273163	GL	Coach USA, Inc.	05/01/12	05/01/13
00043822322	PROP	Coach USA, Inc.	08/01/12	05/01/13
00012714321	GLEX	Coach USA, Inc.	05/01/11	05/01/13
00007424802	WC	Coach America	07/27/10	07/27/12
00015679083	FIDL	Busco, Inc. DBA Arrow Stage Lines	01/01/13	01/01/14

Because Exhibits are voluminous, they are only attached to the claim filed in case number 12-10010. Please refer to that claim for copies of Exhibits.

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MICHAEL S. DAVIS
(212) 826-5311
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February 1, 2013

BY UPS OVERNIGHT DELIVERY

BMC Group, Inc.
ATTN: Coach America Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

Coach America Claims

Dear Gentlemen:

Enclosed, in duplicate, are 50 separate administrative proofs of claim for the 50 separate Coach America cases. Please file each of these in each of the 50 separate Coach Am Group Holdings Corp jointly administered cases. Please file stamp each duplicate copy and return the copies to me in the enclosed return envelope. Thank you.

Please contact the undersigned if you have any questions.

Sincerely yours,

Michael S. Davis

MSD:asl
Enclosures

#699033.v1/11212.003/msd

MICHAEL S. DAVIS (212) 826-5311

ORIGINALS

50 - ALL Different.

Please file in each case.

Thank you.

MICHAEL S. DAVIS, ESQ.
(212) 223-0400
ZEICHNER ELLMAN
575 LEXINGTON AVENUE
NEW YORK NY 10022-6149

12 LBS

1 OF 1

SHIP TO:
COACH AMERICA CLAIMS PROCESSING
BMC GROUP, INC.
18675 LAKE DRIVE EAST
CHANHASSEN MN 55317

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REF 2:11212-003

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