

Name of Debtor Fleming Supermarkets of Florida, Inc	Case Number 03-10958(MFW)
---	-------------------------------------

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503

Name of Creditor (The person or other entity to whom the debtor owes money or property) ACE American Insurance Company, et al (See Attachment)	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court
Name and Address Where Notices Should be Sent Leonard P. Goldberger, Esquire White and Williams LLP 1800 One Liberty Place Philadelphia, PA 19103-7395 Telephone number 215-864-6376	This Space is for Court Use Only

Account or other number by which creditor identifies debtor	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated _____
---	--

1 Basis for Claim

<input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other Insurance policies and related agreements (See Attachment)	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS # - - Unpaid compensation for services performed from _____ to _____ (date)
--	--

2 Date debt was incurred Various policy periods, See Attachment	3 If court judgment, date obtained
---	---

4 Total Amount of Claim at Time Case Filed - \$Unliquidated See Attachment
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges

<p>5 Secured Claim</p> <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff) Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Letters of Credit See Attachment Value of Collateral \$31,417,692 See Attachment Amount of arrearage and other charges at time case filed included in secured claim, if any \$	<p>6 Unsecured Priority Claim</p> <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$Unliquidated Specify the priority of the claim <input type="checkbox"/> Wages, salaries or commissions (up to \$4,300) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,950 of deposits toward purchase lease or rental of property or services for personal family or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony maintenance or support owned to a spouse former spouse or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(8) <input checked="" type="checkbox"/> Other Specify applicable paragraph of 11 U.S.C. § 507(a)(4) <small>* Amounts are subject to adjustment on 4/01/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</small>
--	--

7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim


8 Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien
DO NOT SEND ORIGINAL DOCUMENTS If documents are not available, explain
If the documents are voluminous, attach a summary See Attachment

9 Date-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

FILED

SEP 15 2003

BMC

Date September 12, 2003	Sign and print the name and title, if any, of the creditor or other person authorized (attach copy of power of attorney, if any) Edward A. Mungiole, Jr. <i>[Signature]</i>	Fleming Companies Claim  12280
-----------------------------------	---	---

**ATTACHMENT TO PROOF OF CLAIM OF ACE AMERICAN
INSURANCE COMPANY, ET AL. IN IN RE FLEMING COMPANIES,
INC , ET AL., CASE NO. 03-10945 (MFW) (JOINTLY ADMINISTERED)**

ACE American Insurance Company (f/k/a CIGNA Insurance Co), ACE Insurance Company of Texas (f/k/a CIGNA Insurance Co of Texas), Insurance Company of North America, Pacific Employers Insurance Company, Indemnity Insurance Company of North America, Illinois Union Insurance Company, Bankers Standard Insurance Co and Atlantic Employers Insurance Co (and possibly other ACE USA-related companies) (collectively, the "ACE USA Companies") issued certain insurance policies for various policy periods including, without limitation, those insurance policies listed on Exhibit A attached hereto (collectively, the "Policies") in connection with various insurance programs provided to Fleming Companies, Inc and its various affiliated debtors (and other possible named insureds) (collectively, "Debtors") The ACE USA Companies are also parties to certain other agreements with various Debtors relating to such insurance coverage provided in connection with such insurance programs (collectively, the "Agreements") The documents supporting this proof of claim are voluminous and contain confidential and privileged materials, however, copies of the non-confidential portions of the Policies and/or the Agreements are available upon request

The amount of the ACE USA Companies' claims are presently only partially liquidated (liquidated claims include, without limitation, \$51,868 79 in unpaid premiums under certain Policies issued to Core-Mark, and \$1,228,566 80 due under various open invoices to various Debtors) and is subject to further and future adjustment The ACE USA Companies' claims may include, without limitation, additional premium payments, deductibles, self-insured retentions and other expenses that may become due under the Policies and/or the Agreements The ACE USA Companies may also hold claims that are presently contingent and unliquidated 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 Debtors' (and any other possible named insureds') duties and obligations under the terms of the Policies and/or the Agreements

Some of the Policies may be loss sensitive, in that premium payments reflect Debtors' actual loss experience including, without limitation, losses that have been incurred but not reported Some of the Policies may be auditable, meaning that premium payments are subject to periodic adjustments based on changes to underwriting factors Actual premium payments due are subsequently determined by actual losses and expenses and reimbursement of deductible amounts, subject to the terms of the Policies and/or the Agreements As such, the ACE USA Companies will likely, and reserve the right to, from time to time, amend the amount of this proof of claim based on audits and/or adjustments related to Debtors' claims and actual loss experience

The ACE USA Companies hold certain letters of credit (and, possibly, certain cash proceeds of such letters of credit and/or other collateral) ("Collateral") to secure Debtors' obligations under certain Policies and/or the Agreements The amount of Collateral is approximately \$31,417,692, and may be subject to further adjustments

A portion of the ACE USA Companies' claims may be entitled to (i) administrative expense priority under sections 503(b) and 507(a)(1) of the Bankruptcy Code for workers' compensation and other insurance coverage provided on or after the commencement date of Debtors' bankruptcy cases and/or (ii) priority under section 507(a)(4) of the Bankruptcy Code for employee benefit coverage (under workers' compensation insurance) for the period of 180 days prior to the commencement of Debtors' bankruptcy cases

The ACE USA Companies reserve the right to amend, update, supplement, modify, increase or otherwise further liquidate this proof of claim from time to time for any reason necessary to accurately reflect the amount or nature of the claims being asserted and the list of Policies attached as Exhibit A. To the extent that the ACE USA Companies may have rights against any other related debtors of which they are not presently aware, or such related debtors claim rights to, or interests in, the Policies, the Agreements and/or the Collateral, this proof of claim should be deemed filed in each such separate case. The ACE USA Companies further reserve (i) the right to assert separate requests for payment of administrative expense or other priority claims under section 503(a) of the Bankruptcy Code against one or more Debtors if, as and when the Policies and/or the Agreements are determined to be executory contracts within the meaning of section 365 of the Bankruptcy Code, (ii) the right to request adequate protection of their interests in the Policies, the Agreements, the Collateral and/or otherwise, (iii) the right to assert any claims which may arise in any subsequent litigation regarding any aspect of the Policies, the Agreements, the Collateral or otherwise, and/or (iv) the right to assert any such claims which are otherwise warranted under the circumstances

This proof of claim shall not be deemed to be a waiver of, and is without prejudice to, (i) the right of the ACE USA Companies to have final orders in non-core matters entered only after *de novo* review by a United States District Judge, (ii) the right of the ACE USA Companies to arbitrate any dispute in accordance with the terms of the Policies and/or the Agreements or, alternatively, to trial by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases, (iii) the right of the ACE USA Companies to request the United States District Court to withdraw the reference or to abstain in any matter subject to mandatory or discretionary withdrawal or abstention, and/or (iv) any and all of the ACE USA Companies' rights, claims and/or defenses of any nature whatsoever under the Policies, the Agreements, the Bankruptcy Code and/or any otherwise applicable law

EXHIBIT A

Fleming Companies, Inc Policies

No.	Insured Name & Address	Policy No	Policy Term	Issuing Company
1	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	ISA 582566	07/01/90 07/01/91	Insurance Company of North America
2	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	ISA 582567	07/01/90 07/01/91	Insurance Company of North America
3	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	ISA 582590	07/01/91 07/01/92	Insurance Company of North America
4	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	ISA 582591	07/01/91 07/01/92	Insurance Company of North America
5	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	ISA 582613	07/01/92 07/01/93	Insurance Company of North America
6	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	ISA 582614	07/01/92 07/01/93	Insurance Company of North America
7	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	ISA 042869	07/01/93 07/01/94	Insurance Company of North America
8	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	ISA 042870	07/01/93 07/01/94	Insurance Company of North America
9	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	ISA 042871	07/01/93 07/01/94	Insurance Company of North America
10	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	ISA 042897	07/01/94 07/01/95	Insurance Company of North America

Fleming Companies, Inc. Policies

No.	Insured Name & Address	Policy No.	Policy Term	Issuing Company
11	LAS, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	ISA 042898	07/01/94 07/01/95	Insurance Company of North America
12	Fleming Companies, Inc 5701 North Shartel Oklahoma City, OK 73126	ISA 042921	11/01/94 07/01/95	Insurance Company of North America
13	LAS, Inc 5701 North Shartel Oklahoma City, OK 73126	ISA 042922	11/01/94 07/01/95	Insurance Company of North America
14	Fleming Companies, Inc 6301 Waterford Blvd Oklahoma City, OK 73126	ISA 042945	07/01/95 07/01/96	Indemnity Insurance Company of North America
15	LAS, Inc 6301 Waterford Blvd Oklahoma City, OK 73126	ISA 042946	07/01/95 05/01/96	Indemnity Insurance Company of North America
16	Fleming Companies, Inc 6301 Waterford Blvd Oklahoma City, OK 73126	ISA H0713230A	07/01/96 07/01/97	Indemnity Insurance Company of North America
17	LAS, Inc 6301 Waterford Blvd Oklahoma City, OK 73126	ISA H07132311	07/01/96 07/01/97	Indemnity Insurance Company of North America
18	Fleming Companies, Inc 6301 Waterford Blvd Oklahoma City, OK 73126	ISA H07322215	07/01/97 07/01/98	Indemnity Insurance Company of North America
19	Fleming Companies, Inc P O Box 26647 Oklahoma City, OK 73126	ISA H07405661	07/01/98 07/01/99	Pacific Employers Insurance Company
20	Fleming Companies, Inc P O Box 26647 Oklahoma City, OK 73126	ISA H07679130	07/01/00 07/01/01	Pacific Employers Insurance Company
21	Fleming Companies, Inc 5701 North Shartel P O Box 26647 Oklahoma City, OK 73126	ISA H07668296	07/01/01 07/01/02	Pacific Employers Insurance Company
22	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	HDO G05197685	07/01/90 07/01/91	Insurance Company of North America

Fleming Companies, Inc. Policies

No.	Insured Name & Address	Policy No	Policy Term	Issuing Company
23	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	HDO G13211371	07/01/91 07/01/92	Insurance Company of North America
24	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	HDO G13212119	07/01/92 07/01/93	Insurance Company of North America
25	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	HDO G13212806	07/01/92 07/01/94	Insurance Company of North America
26	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	HDO G13212818	07/01/93 07/01/94	Insurance Company of North America
27	Fleming Companies, Inca 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	HDO G13213252	07/01/94 07/01/95	Insurance Company of North America
28	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	HDO G13213264	07/01/94 07/01/95	Insurance Company of North America
29	Fleming Companies, Inc 6301 Waterford Blvd P O Box 26647 Oklahoma City, OK 73126	HDO G13213471	11/01/94 07/01/95	Insurance Company of North America
30	LAS, Inc 5701 North Shartel Oklahoma City, OK 73126	HDO G13213483	11/01/94 07/01/95	Insurance Company of North America
31	Fleming Companies, Inc 6301 Waterford Blvd Oklahoma City, OK 73126	HDO G1321391- 4	11/01/95 05/01/96	Indemnity Insurance company of North America
32	LAS, Inc 6301 Waterford Blvd Oklahoma City, OK 73126	HDO G13213926	07/01/95 05/01/96	Indemnity Insurance Company of North America
33	Fleming Companies, Inc 6301 Waterford Blvd Oklahoma city, OK 73126	HDO G18968216	07/01/96 07/01/97	Indemnity Insurance Company of North America

Fleming Companies, Inc. Policies

No.	Insured Name & Address	Policy No	Policy Term	Issuing Company
34	LAS, Inc 6301 Waterford Blvd Oklahoma City, OK 73126	HDO G18968228	07/01/96 07/01/97	Indemnity Insurance Company of North America
35	Fleming Companies, Inc 6301 Waterford Blvd Oklahoma city, OK 73126	HDO G19326512	07/01/97 07/01/98	Indemnity Insurance Company of North America
36	Fleming Companies, Inc P O Box 26647 Oklahoma City, OK 73126	HDO G19657668	07/01/98 07/01/99	Pacific Employers Insurance Company
37	Fleming Companies, Inc P O Box 26647 Oklahoma City, OK 73126	HDO G19327498	07/01/99 07/01/00	Pacific Employers Insurance Company
38	Fleming Companies, Inc P O Box 26647 6301 Waterford Blvd Oklahoma City, OK 73126	HDO G19327607	07/01/99 07/01/00	Pacific Employers Insurance Company
39	Fleming Companies, Inc 6301 Waterford Blvd Oklahoma City, OK 73126	HDO G19895920	07/01/00 07/01/01	Pacific Employers Insurance Company
40	Fleming Companies, Inc 5701 North Shartel P O Box 26647 Oklahoma City, OK 73126-0647	HDO G20296094	07/01/01 07/01/02	Pacific Employers Insurance Company
41	Fleming Companies, Inc P O Box 26647 6301 Waterford Boulevard Oklahoma City, OK 73126	HDO G1321413A	11/03/95 Continuous Until Cancelled	Indemnity Insurance Company of North America
42	Fleming Companies, Inc DBA Rainbow Foods P O Box 26647 Oklahoma City, OK 73126	HDO G19657267	12/31/97 12/31/98	Indemnity Insurance Company of North America
43	Fleming Companies, Inc P O Box 26647 Oklahoma City, OK 73126	HDO G20298443	11/03/01 11/03/02	Pacific Employers Insurance Company
44	Fleming Companies, Inc DBA Rainbow Foods P O Box 26647 Oklahoma City, OK 73126	HDO G20298480	12/31/01 12/31/02	Pacific Employers Insurance Company

Fleming Companies, Inc Policies

No	Insured Name & Address	Policy No	Policy Term	Issuing Company
45	Fleming Companies, Inc P O Box 26647 6301 Waterford Blvd Oklahoma City, OK 73126	PLI G19327334	04/30/00 04/30/01	Illinois Union Insurance Company
46	Fleming Companies, Inc 5701 North Shartel P O Box 26647 Oklahoma City, OK 73126	WLR C43098810	07/01/01 07/01/02	Pacific Employers Insurance Company
47	Fleming Companies, Inc 5701 North Shartel P O Box 26647 Oklahoma City, OK 73126	SCF C43099036	07/01/01 07/01/02	Pacific Employers Insurance Company