



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

SYNGENTA CROP PROTECTION, LLC and  
SYNGENTA CORPORATION,

*Plaintiffs,*

-against-

HARTFORD ACCIDENT AND INDEMNITY  
COMPANY; TRAVELERS CASUALTY AND  
SURETY COMPANY; f/k/a Aetna Casualty and  
Surety Company; FIREMAN'S FUND  
INSURANCE COMPANY; MUNICH  
REINSURANCE AMERICA, INC., as successor to  
American Reinsurance Company; LEXINGTON  
INSURANCE COMPANY; TIG INSURANCE  
COMPANY, as successor to International Surplus  
Lines Insurance Company; and CERTAIN  
UNDERWRITERS AT LLOYDS, LONDON;  
AETNA CASUALTY AND SURETY CO.; AFIA  
INSURANCE CO.; A.G.P./ALLIANCE GLOBAL  
PARTNERS; ACCIDENT & CASUALTY  
INSURANCE CO. OF WINTERTHUR; AEGON  
INSURANCE COMPANY (UK) LTD.;  
AGRIPPINA VERSICHERUNG AG; ALBA  
GENERAL INSURANCE CO. LTD.; ALLIANZ  
INTERNATIONAL INSURANCE CO. LTD.;  
ALLIANZ VERSICHERUNGS  
AKTIENGESELLSCHAFT; AMERICAN HOME  
ASSURANCE CO.; AMP FIRE & GENERAL  
INSURANCE CO.; ASIA INSURANCE CO. LTD.;  
ASSICURAZIONI GENERALI; ASSURANCES  
GENERALES BELGES; ASSURANCES  
GENERALES DE FRANCE REASSURANCES;  
ATLANTA INTERNATIONAL INSURANCE CO.;  
BALANCO; BANGKOK INSURANCE  
COMPANY LTD.; BIRMINGHAM FIRE  
INSURANCE CO.; BLAIR INTERNATIONAL

C.A. No. \_\_\_\_\_ (CCLD)

**COMPLAINT FOR  
DECLARATORY RELIEF  
AND BREACH OF CONTRACT**

**TRIAL BY JURY OF  
TWELVE DEMANDED**

INSURANCE LTD.; BRITISH NATIONAL LIFE  
INSURANCE SOCIETY LTD.; BRITTANY  
INSURANCE CO. LTD.; CHIYODA FIRE AND  
MARINE INSURANCE CO. (UK) LTD.;  
CNA REINSURANCE OF LONDON LTD.;  
COLONIA VERSICHERUNGS A.G.;  
COMMERCIAL UNION ASSURANCE  
COMPANY LTD.; COMPAGNIE EUROPEENNE  
D' ASSURANCES INDUSTRIELLES S.A.;  
CONTINENTAL ASSURANCE CO. OF LONDON  
LTD.; CONTINENTAL SPECIAL RISK UNION;  
CORNHILL INSURANCE CO. LTD.; DAI TOKYO  
INSURANCE COMPANY (UK) LTD.; DELVAG  
LUFTFAHRT VERSICHERUNGS  
AKTIENGESELLSCHAFT; DOMINION  
INSURANCE CO. LTD.; DRAKE INSURANCE  
CO. LTD.; EISEN UND STAHL  
RUCKVERSICHERUNGS  
AKTIENGESELLSCHAFT; EMPLOYERS  
INSURANCE OF WAUSAU; EMPLOYERS  
MUTUAL CASUALTY CO.; ENNIA INSURANCE  
CO. (UK) LTD.; EURINCO ALLGEMEINE  
VERSICHERUNGS AKTIENGESELLSCHAFT;  
EXCESS INSURANCE CO. LTD.; FEDERAL  
INSURANCE CO.; FIDELITY & CASUALTY;  
GENERAL ACCIDENT FIRE AND LIFE  
ASSURANCE CO. LTD.; GERLING GLOBAL  
GENERAL & REINSURANCE COMPANY LTD.;  
GERLING INSURANCE SERVICE CO. LTD.;  
GERLING-KONZERN ALLGEMEINE  
VERSICHERUNGS A.G.; GOVERNMENT  
EMPLOYEES INSURANCE CO.; GRANITE  
STATE INSURANCE CO.; GROUP JOSI RE;  
GUARDIAN ROYAL EXCHANGE ASSURANCE  
CO. LTD.; HANNOVER RE; HARBOR  
INSURANCE CO.; HELVETIA SWISS  
INSURANCE CO.; HOME & OVERSEAS  
INSURANCE CO. LTD.; IMPERIAL CHEMICAL  
INSURANCE COMPANY LTD.; INSCO LTD.;  
IRON TRADES MUTUAL INSURANCE

COMPANY LTD.; INSURANCE COMPANY OF NORTH AMERICA; LA BELGIQUE INDUSTRIELLE; LA PRESERVATRICE CIA D'ASSURANCES; LA ROYALE BELGE I.R. SA D'ASSURANCES; L'ABEILLE PAIX IGARD; LANDMARK INSURANCE COMPANY (UK) LTD.; LE ASSICURAZIONI D'ITALIA SOCIETA; LEGAL & GENERAL ASSURANCE SOCIETY LTD.; L'ETOILE S.A. BELGE D'ASSURANCE; LONDON AND EDINBURGH GENERAL INSURANCE CO. LTD.; LUDGATE INSURANCE CO. LTD.; L'UNION DES ASSURANCES DE PARIS; NATIONAL CASUALTY CO. OF AMERICA LTD.; NATIONAL EMPLOYERS MUTUAL GENERAL INSURANCE CO. LTD.; NATIONAL INSURANCE COMPANY OF NEW ZEALAND LTD.; NATIONAL SURETY CORPORATION OF CALIFORNIA; NATIONAL UNION FIRE INSURANCE CO.; NEW HAMPSHIRE INSURANCE CO. (LONDON); NEW INDIA ASSURANCE CO. LTD.; NIPPON FIRE & MARINE INSURANCE CO. LTD.; NISSAN FIRE & MARINE INSURANCE CO. LTD.; NISSHIN FIRE & MARINE INSURANCE CO. LTD.; NORTHBROOK EXCESS AND SURPLUS INSURANCE CO.; NORWICH UNION FIRE INSURANCE SOCIETY LTD.; NÜRNBERGER ALLGEMEINE VERSICHERUNGS AKTIENGESELLSCHAFT; PACIFIC & GENERAL INSURANCE CO. LTD.; PEARL ASSURANCE PLC; PHOENIX ASSURANCE; PROVINCIAL INSURANCE PLC; PRUDENTIAL ASSURANCE COMPANY LTD.; QBE INSURANCE (UK) LTD.; QBE INSURANCE LTD.; REASEGURADORA INTERNACIONAL DE VENEZUELA COMPANIA ANONIMA; ROYAL INSURANCE (UK) LTD.; SAMPO INSURANCE CO. (UK) LTD.; SOCIETA REALE MUTUA DI ASSICURAZIONI; SPHERE

INSURANCE CO. LTD.; ST. KATHERINE INSURANCE CO. LTD.; STRONGHOLD INSURANCE CO. LTD.; SUMITOMO FIRE AND MARINE INSURANCE CO. LTD.; SUN ALLIANCE AND LONDON INSURANCE GROUP; SWISS UNION GENERAL INSURANCE CO. LTD.; TAISHO MARINE AND FIRE INSURANCE CO.; TERRA NOVA INSURANCE CO. LTD.; TOKIO MARINE & FIRE INSURANCE CO. LTD.; TORO ASSICURAZIONI S.P.A.; TUREGUM INSURANCE CO.; UNAT DIRECT; UNION ATLANTIQUE D'ASSURANCES; UNIONAMERICA INSURANCE CO. LTD.; UNITED INSURANCE CO.; UNITED MALAYAN INSURANCE CO. LTD.; UNITED STATES FIRE INSURANCE CO.; UNIVERSAL REINSURANCE CORPORATION; VESTA (U.K.) INSURANCE CO.; VICTORIA INSURANCE CO. OF DUSSELDORF, GERMANY; WINTERTHUR SWISS INS. CO.; YASUDA FIRE AND MARINE INSURANCE CO. LTD.; ZURICH INSURANCE CO.; and ZURICH INTERNATIONAL LTD.;

*Defendants.*

## **COMPLAINT**

Plaintiffs Syngenta Crop Protection, LLC and Syngenta Corporation, for their Complaint for Declaratory Relief and Breach of Contract against Defendants, allege as follows:

### **THE PARTIES**

1. Plaintiff Syngenta Crop Protection, LLC (“Syngenta Crop”) is a Delaware limited liability company engaged in the manufacture of agrochemicals and other products. Its principal place of business is in North Carolina. Syngenta

Crop is an indirect wholly owned subsidiary of Plaintiff Syngenta Corporation.

2. Plaintiff Syngenta Corporation is a Delaware corporation with its principal place of business in Delaware.

3. Plaintiffs Syngenta Crop and Syngenta Corporation (collectively referred to herein as “Syngenta”) are the successors in interest to Imperial Chemical Industries PLC (“ICI PLC”), Imperial Chemical Industries Ltd. (“ICI LTD”) and their subsidiaries, including ICI North America Inc. and ICI Americas, Inc. (f/k/a ICI United States Inc., f/k/a ICI America Inc.), with respect to the rights asserted herein against the defendants under the insurance policies referred to below and in the annexed exhibits with respect to the liabilities referred to below.

4. ICI PLC, ICI LTD and their subsidiaries are collectively referred to herein as “ICI.” Unless otherwise indicated, the term “Syngenta” as used herein includes its predecessor entities ICI and its predecessors and subsidiaries.

5. At all relevant times, ICI North America Inc. was a Delaware corporation.

6. At all relevant times, ICI Americas Inc. (f/k/a ICI United States Inc., f/k/a ICI America Inc.) was a Delaware corporation.

7. Upon information and belief, Defendant Hartford Accident and Indemnity Company (“Hartford”) is a Connecticut corporation with a principal place of business in Connecticut that is authorized to, and does, conduct business in

Delaware and has written liability insurance policies with respect to risks located in Delaware.

8. Upon information and belief, Defendant Travelers Casualty and Surety Company, f/k/a Aetna Casualty and Surety Company (“Travelers”) is a Connecticut corporation with a principal place of business in Connecticut that is authorized to, and does, conduct business in the State of Delaware and has written liability insurance policies with respect to risks located in Delaware.

9. Hartford and Travelers are collectively referred to herein as the “Primary Insurers.”

10. Upon information and belief, Defendant Fireman’s Fund Insurance Company (“Fireman’s Fund”) is a California corporation with a principal place of business in Illinois that is authorized to, and does, conduct business in the State of Delaware and has written liability insurance policies with respect to risks located in Delaware.

11. Upon information and belief, Defendant Munich Reinsurance America, Inc., as successor to American Reinsurance Company (“Munich Re”), is a Delaware corporation with a principal place of business in New Jersey that is authorized to, and does, conduct business in the State of Delaware and has written liability insurance policies with respect to risks located in Delaware.

12. Upon information and belief, Defendant Lexington Insurance Company

("Lexington") is a Delaware corporation with a principal place of business in Massachusetts that is authorized to, and does, conduct business in the State of Delaware and has written liability insurance policies with respect to risks located in Delaware.

13. Upon information and belief, Defendant TIG Insurance Company, as successor to International Surplus Lines Insurance Company ("TIG"), is a California corporation with a principal place of business in New Hampshire that is authorized to, and does, conduct business in the State of Delaware.

14. Upon information and belief, the Defendants Certain Underwriters at Lloyds, London and the insurance companies listed below are corporations or other business entities existing under a jurisdiction within the United States or under some other sovereign power or are individual underwriters at Lloyds, London. Each has subscribed to at least one of certain excess liability insurance policies issued in the London market to or for the benefit of ICI (the "LMI Excess Policies"), which are at issue in this matter and in which the insurer consented to the jurisdiction of this Court and designated an agent for purposes of receiving service of process issued by this Court. Such Defendants are collectively referred to herein as the "London Market Insurers" or "LMI."

A.G.P./Alliance Global Partners;  
Accident & Casualty Insurance Co. of Winterthur;  
Aegon Insurance Company (UK) Ltd.;  
Aetna Casualty and Surety Company;

AFIA Insurance Co.;  
Agrippina Versicherung AG;  
Alba General Insurance Co. Ltd.;  
Allianz International Insurance Co. Ltd.;  
Allianz Versicherungs Aktiengesellschaft;  
American Home Assurance Co.;  
AMP Fire & General Insurance Co.;  
Asia Insurance Co. Ltd.;  
Assicurazioni Generali;  
Assurances Generales Belges;  
Assurances Generales de France Reassurances;  
Atlanta International Insurance Co.;  
Balanco;  
Bangkok Insurance Company Ltd.;  
Birmingham Fire Insurance Co.;  
Blair International Insurance Ltd.;  
British National Life Insurance Society Ltd.;  
Brittany Insurance Co. Ltd.;  
Chiyoda Fire and Marine Insurance Co. (UK) Ltd.;  
CNA Reinsurance of London Ltd.;  
Colonia Versicherungen A.G.;  
Commercial Union Assurance Company Ltd.;  
Compagnie Europeenne d' Assurances Industrielles S.A.;  
Continental Special Risk Union;  
Cornhill Insurance Co. Ltd.;  
Dai Tokyo Insurance Company (UK) Ltd.;  
Delvag Luftfahrt Versicherungs Aktiengesellschaft;  
Dominion Insurance Co. Ltd.;  
Drake Insurance Co. Ltd.;  
Eisen und Stahl Ruckversicherungs Aktiengesellschaft;  
Employers Insurance of Wausau;  
Employers Mutual Casualty Co.;  
Ennia Insurance Co. (UK) Ltd.;  
Eurinco Allgemeine Versicherungs Aktiengesellschaft;  
Excess Insurance Co. Ltd.;  
Federal Insurance Co.;  
Fidelity & Casualty;  
General Accident Fire and Life Assurance Co. Ltd.;  
Gerling Global General & Reinsurance Company Ltd.;  
Gerling-Konzern Allgemeine Versicherungs A.G.;



Government Employees Insurance Co.;  
Granite State Insurance Co.;  
Group Josi Re;  
Guardian Royal Exchange Assurance Co. Ltd.;  
Hannover Re;  
Harbor Insurance Co.;  
Helvetia Swiss Insurance Co.;  
Home & Overseas Insurance Co. Ltd.;  
Imperial Chemical Insurance Company Ltd.;  
Insko Ltd.;  
Insurance Company of North America;  
Iron Trades Mutual Insurance Company Ltd.;  
La Belgique Industrielle;  
La Preservatrice CIA D'Assurances;  
La Royale Belge I.R. SA d'Assurances;  
L'Abeille Paix Igard;  
Landmark Insurance Company (UK) Ltd.;  
Le Assicurazioni d'Italia Societa;  
Legal & General Assurance Society Ltd.;  
L'Etoile S.A. Belge d'Assurance;  
Lexington Insurance Co.;  
London and Edinburgh General Insurance Co. Ltd.;  
Ludgate Insurance Co. Ltd.;  
L'Union Des Assurances De Paris;  
National Casualty Co. of America Ltd.;  
National Employers Mutual General Insurance Co. Ltd.;  
National Insurance Company of New Zealand Ltd.;  
National Surety Corporation of California;  
National Union Fire Insurance Co.;  
New Hampshire Insurance Co. (London);  
New India Assurance Co. Ltd.;  
Nippon Fire & Marine Insurance Co. Ltd.;  
Nissan Fire & Marine Insurance Co. Ltd.;  
Nisshin Fire & Marine Insurance Co. Ltd.;  
Northbrook Excess and Surplus Insurance Co.;  
Norwich Union Fire Insurance Society Ltd.;  
Nürnbergger Allgemeine Versicherungs Aktiengesellschaft;  
Pacific & General Insurance Co. Ltd.;  
Pearl Assurance PLC;  
Phoenix Assurance;

Provincial Insurance PLC;  
Prudential Assurance Company Ltd.;  
QBE Insurance (UK) Ltd.;  
Reaseguradora Internacional de Venezuela Compania  
Anonima;  
Royal Insurance (UK) Ltd.;  
Sampo Insurance Co. (UK) Ltd.;  
Societa Reale Mutua Di Assicurazioni;  
Sovereign Marine and General Insurance Company Ltd.  
Sphere Insurance Co. Ltd.;  
St. Katherine Insurance Co. Ltd.;  
Stronghold Insurance Co. Ltd.  
Sumitomo Fire and Marine Insurance Co. Ltd.;  
Sun Alliance and London Insurance Group;  
Swiss Union General Insurance Co. Ltd.;  
Taisho Marine and Fire Insurance Co.;  
Terra Nova Insurance Co. Ltd.;  
Tokio Marine & Fire Insurance Co. Ltd.;  
Toro Assicurazioni S.p.A.;  
Travelers Casualty and Surety Company  
Turegum Insurance Co.;  
UNAT Direct;  
Union Atlantique D'Assurances;  
Unionamerica Insurance Co. Ltd.;  
United Insurance Co.;  
United Malayan Insurance Co. Ltd.;  
United States Fire Insurance Co.;  
Universal Reinsurance Corporation;  
Vesta (U.K.) Insurance Co.;  
Victoria Insurance Co. of Dusseldorf/Germany;  
Winterthur Swiss Ins Co.;  
Yasuda Fire and Marine Insurance Co. Ltd.;  
Zurich Insurance Co.  
Zurich International Ltd.; and

15. Upon information and belief, the Defendants listed below each issued one or more policies in subscription to the LMI Excess Policies, independent of any jurisdictional limitations attendant to any of the LMI Excess Policies:

Aetna Casualty and Surety Company  
Atlanta International Insurance Company  
Birmingham Fire Insurance Company  
General Insurance Company of Trieste and Venice  
Employers Insurance of Wausau  
Employers Mutual Casualty Company  
Government Employees Insurance Company  
Granite State Insurance Company  
Lexington Insurance Company  
National Union Fire Insurance Company of Pittsburg, PA  
Northbrook Excess and Surplus Insurance Company

16. Defendants Travelers, Fireman’s Fund, Munich Re, Lexington, TIG, and the London Market Insurers are collectively referred to herein as the “Excess Insurer Defendants.”

### **JURISDICTION AND VENUE**

17. This Court has subject matter jurisdiction pursuant to Article IV, § 7 of the Delaware Constitution and 10 *Del. C.* § 541. This case is properly designated for the Complex Commercial Litigation Division (“CCLD”) because the amount in controversy exceeds one million dollars.

18. This Court has personal jurisdiction over each Defendant because each Defendant either is a Delaware corporation, is authorized to sell or write insurance in Delaware, has conducted business within the State of Delaware, or has consented to the jurisdiction of this Court. Additionally, certain insurance policies at issue in this case were issued to ICI PLC subsidiaries in Delaware.

19. This Court has the power to declare the parties’ rights and obligations

under 10 *Del. C.* §§ 6501, *et seq.*

## **FACTUAL BACKGROUND**

### **The Insurance Policies**

20. Upon information and belief, Defendant Hartford provided ICI with primary level comprehensive general liability insurance policies, including coverage for products liability, from January 1, 1971 through September 30, 1974 (the “Hartford Primary Policies”). The policy periods and, if known, the policy numbers of the Hartford Primary Policies are set forth in Exhibit A, which by reference is incorporated here in its entirety.

21. Upon information and belief, Defendant Travelers, known at the time as The Aetna Casualty and Surety Company, provided ICI with primary level comprehensive general liability insurance policies, including coverage for products liability, from September 30, 1974 (or earlier) through January 1, 1986 (the “Travelers Primary Policies”). The policy periods and, if known, the policy numbers of the Travelers Primary Policies are set forth in Exhibit B, which by reference is incorporated here in its entirety.

22. The Hartford Primary Policies and the Travelers Primary Policies are collectively referred to herein as the “Primary Policies.”

23. Upon information and belief. Defendant Travelers, known at the time as The Aetna Casualty and Surety Company, also provided ICI with excess level

liability insurance coverage, including coverage for products liability, from January 1, 1972 to January 1, 1973 (the “Travelers Excess Policy”). The policy period and policy number of the Travelers Excess Policy is set forth in Exhibit C, which by reference is incorporated here in its entirety.

24. Upon information and belief, Defendant Munich Re, known at the time as American Reinsurance Company, provided ICI with excess level liability insurance coverage, including coverage for products liability, from January 1, 1972 to June 1, 1974 (the “Munich Re Excess Policies”). The policy periods and policy numbers of the Munich Re Excess Policies are set forth in Exhibit C, which by reference is incorporated here in its entirety.

25. Upon information and belief, Defendant Fireman’s Fund provided ICI with excess level liability insurance coverage, including coverage for products liability, from January 1, 1972 to September 30, 1973 (the “Fireman’s Fund Excess Policies”). The policy periods and policy numbers of the Fireman’s Fund Excess Policies are set forth in Exhibit C, which by reference is incorporated here in its entirety.

26. Upon information and belief, Defendant Lexington provided ICI with excess level liability insurance coverage, including coverage for products liability, from January 1, 1973 to June 1, 1974 (the “Lexington Excess Policies”). The policy periods and policy numbers of the Lexington Excess Policies are set forth in Exhibit

C, which by reference is incorporated here in its entirety.

27. Upon information and belief, Defendant TIG, known at the time as International Surplus Lines Insurance Company, provided ICI with excess level liability insurance coverage, including coverage for products liability, from September 30, 1973 to June 1, 1974 (the “TIG Excess Policies”). The policy periods and policy numbers of the TIG Excess Policies are set forth in Exhibit C, which by reference is incorporated here in its entirety.

28. Upon information and belief, each of the London Market Insurers subscribed to one or more excess level liability insurance policies provided to ICI by the London Market Insurers (the “LMI Excess Policies”) that provided excess liability coverage, including coverage for products liability from at least 1971 through June 29, 1987. The policy periods, and the policy numbers of the LMI Excess Policies, if known, are set forth in Exhibit C, which by reference is incorporated here in its entirety.

29. The LMI Excess Policies, the Travelers Excess Policy, the Munich Re Excess Policies, the Fireman’s Fund Excess Policies, the Lexington Excess Policies and the TIG Excess Policies are collectively referred to herein as the “Excess Policies.”

30. Upon information and belief, there are additional policies issued to or for the benefit of ICI and/or its subsidiaries that provide coverage for Syngenta’s

losses in connection with the Paraquat Actions, and Syngenta hereby claims coverage under any such applicable primary and/or excess insurance policy, known or unknown, sold by any Defendant to or for the benefit of ICI. Syngenta reserves its right to amend Exhibits A through C if additional information becomes available.

31. ICI paid substantial premiums to obtain the Primary Policies.

32. ICI paid substantial premiums to obtain the Excess Policies.

33. Upon information and belief, in consideration of the premium charged, each of the Hartford Primary Policies and Travelers Primary Policies requires the insurer that issued it to pay on behalf of the insured all sums that the insured may be obligated to pay because of personal injury or property damage caused by an “accident” or “occurrence” within the meaning of the policy and to defend and to indemnify the insured in connection therewith.

34. Upon information and belief, in consideration of the premium charged, each of the Excess Policies requires the insurer that issued it to indemnify the insured for sums that the insured may be obligated to pay because of personal injury or property damage caused by an “accident” or “occurrence” to the extent such sums are in excess of, *inter alia*, the limits of liability of the applicable underlying policies, including the obligation to pay defense costs where applicable.

#### **NATURE OF THE CASE**

35. Syngenta seeks declaratory relief against all Defendants concerning

their obligations to Syngenta, under the liability insurance policies Defendants sold to Syngenta's predecessors-in-interest, in respect of coverage for losses incurred and to be incurred by Syngenta, including defense costs, in connection with various actions against Syngenta (the "Paraquat Actions") seeking damages for alleged personal injury and/or bodily injury from alleged exposure to Paraquat, a herbicide manufactured and sold by Syngenta and its predecessor companies, including ICI.

36. Syngenta also seeks damages for breach of contract against Hartford and Travelers for breach of their obligation to defend Syngenta in the Paraquat Actions. Syngenta has incurred substantial defense costs to date, will likely continue to incur substantial additional defense costs, and faces the possibility of incurring liability in connection with the Paraquat Actions.

37. As ICI's successor in interest, Syngenta possesses all of ICI's rights under the Primary Policies and the Excess Policies with respect to the liabilities described below.

38. Even though the Paraquat Actions fall squarely within the terms of the coverage described below, each of the Defendants has refused to honor or failed to acknowledge its coverage obligations.

39. In this lawsuit, Syngenta seeks a declaration that the Defendants have an obligation to defend and indemnify Syngenta in the Paraquat Actions. It also seeks damages for Hartford's and Travelers' breach of contract.



## **The Paraquat Actions**

40. Syngenta Crop and/or Syngenta Corporation have been named as a defendant or a co-defendant in the Paraquat Actions, lawsuits that seek to recover for alleged bodily injuries, sickness or disease that allegedly result from asserted exposures to Paraquat, which exposure the claimants assert causes an increased risk of contracting Parkinson's Disease.

41. In September 2017, an underlying plaintiff filed the first Paraquat Action against Syngenta in state court in Illinois, styled *Hoffmann v. Syngenta Crop Protection, LLC et al.*, No. 17-L-517 (Ill. Cir. Ct. St. Clair Cnty.) (the "Hoffmann Action"). Subsequently, additional Paraquat Actions have been filed against Syngenta in other states within the United States, which are still pending.

42. Each of the Primary Policies and the Excess Policies relates to a policy period during which the Paraquat Actions allege personal injury is alleged to have taken place as a result of exposure to Paraquat.

43. The plaintiffs in the Paraquat Actions have alleged various periods of exposure to Paraquat beginning since at least 1971. Syngenta's predecessor ICI sold and supplied Paraquat and Paraquat-containing herbicide products in the United States since the 1960s.

44. The majority of the complaints in the Paraquat Actions allege that the plaintiffs, who were primarily farmers, farm hands, landowners and/or professional

sprayers at certain times, suffer from Parkinson's Disease, and that the plaintiffs' injuries were caused by their exposure to Paraquat manufactured, distributed or sold by Syngenta and its predecessors in the United States. Certain complaints allege that the plaintiffs suffer from kidney disease, and that these plaintiffs' injuries were caused by their exposure to Paraquat manufactured, distributed or sold by Syngenta and its predecessors in the United States. The plaintiffs allege exposures to Paraquat, after it had entered the stream of commerce, through inhalation, ingestion and absorption.

45. The complaints in the Paraquat Actions assert causes of action against Syngenta for negligence, public nuisance, strict product liability claims for design defect and failure to warn, and breach of implied warranty of merchantability. Additionally, various Paraquat Actions include claims brought under state deceptive trade practice and/or consumer fraud acts. The Paraquat Actions are premised on the allegation that Syngenta and its predecessors manufactured, distributed, and sold a product that, when used as intended, was likely to be "inhaled, ingested, and absorbed into the bodies of persons who used it, who were nearby while it was being used, or who entered fields or orchards where it had been sprayed or areas near where it had been sprayed." The underlying plaintiffs in the Paraquat Actions seek monetary damages for lost income and medical treatment, as well as for pain, mental anguish, and disability. Certain plaintiffs are joined as plaintiffs by their spouses,

who allege loss of companionship or consortium.

46. Syngenta denies all liability to the underlying plaintiffs in the Paraquat Actions.

47. Substantial costs have been and continue to be incurred by, or on behalf of, Syngenta to defend the Paraquat Actions.

**The Defendants Have Not Honored Their Obligations**

48. Syngenta has provided notice of and information relating to the Paraquat Actions to the Defendants under the Primary Policies and the Excess Policies.

49. Syngenta is entitled to coverage of its loss, including defense costs and any liability incurred and to be incurred by Syngenta in connection with the Paraquat Actions under the Primary Policies and the Excess Policies. Defendants have either denied coverage or refused to acknowledge their obligations.

50. Pursuant to the terms of the Primary Policies, Hartford and Travelers are obligated to defend Syngenta, to pay costs of Syngenta's defense, and to indemnify Syngenta for sums that Syngenta has paid or has or may become obligated to pay in connection with the Paraquat Actions.

51. Pursuant to the terms of the Excess Policies, each Excess Insurer Defendant is obligated to indemnify Syngenta for sums that Syngenta has paid or has or will likely become obligated to pay, including costs of Syngenta's defense, in

connection with the Paraquat Actions.

52. Syngenta has incurred substantial defense costs in connection with the Paraquat Actions in an amount in excess of \$1,000,000 and continues to incur additional defense costs in connection therewith.

53. Defendants have failed to honor their obligations to Syngenta, and such failure has harmed and will continue to harm Syngenta because such failure has required Syngenta to expend sums for its defense in connection with the Paraquat Actions.

54. All of the conditions of the Primary Policies and the Excess Policies have been satisfied or have occurred.

**FIRST CAUSE OF ACTION  
FOR DECLARATORY JUDGMENT  
(Primary Defense against Hartford and Travelers)**

55. Syngenta repeats and re-alleges each and every allegation contained in each preceding numbered paragraph of this Complaint as if fully set forth herein.

56. Defendant Hartford has disputed its obligations to Syngenta under the Hartford Primary Policies, including its obligation to defend Syngenta and to pay Syngenta's defense costs in connection with the Paraquat Actions.

57. Defendant Travelers has not honored or acknowledged its obligation to Syngenta under the Travelers Primary Policies, including its obligation to defend Syngenta and to pay Syngenta's defense costs in connection with the Paraquat

Actions.

58. By reason of the foregoing, an actual and justiciable controversy exists between Syngenta and Defendants Hartford and Travelers regarding Hartford's and Travelers' defense obligations in connection with the Paraquat Actions.

**SECOND CAUSE OF ACTION  
FOR DECLARATORY JUDGMENT  
(Primary Indemnity against Travelers and Hartford)**

59. Syngenta repeats and re-alleges each and every allegation contained in each preceding numbered paragraph of this Complaint as if fully set forth herein.

60. Defendant Hartford has disputed its obligation to Syngenta under the Hartford Primary Policies to indemnify Syngenta for any liabilities it may incur in connection with the Paraquat Actions.

61. Defendant Travelers has not honored or acknowledged its obligation to Syngenta under the Travelers Primary Policies to indemnify Syngenta for any liabilities it may incur in connection with the Paraquat Actions.

62. By reason of the foregoing, an actual and justiciable controversy exists between Syngenta and Defendants Hartford and Travelers regarding Hartford's and Travelers' indemnity obligations in connection with the Paraquat Actions.

**THIRD CAUSE OF ACTION  
FOR DECLARATORY JUDGMENT  
(Excess Indemnity against the Excess Insurer Defendants)**

63. Syngenta repeats and re-alleges each and every allegation contained in

each preceding numbered paragraph of this Complaint as if fully set forth herein.

64. The Excess Insurer Defendants have not honored or have not acknowledged their obligations under the Excess Policies to indemnify Syngenta for any liabilities and losses, including its defense costs, incurred in connection with the Paraquat Actions.

65. By reason of the foregoing, an actual and justiciable controversy exists between Syngenta and each Excess Insurer Defendant regarding the indemnity obligation of each such Excess Insurer Defendant.

**FOURTH CAUSE OF ACTION  
FOR BREACH OF CONTRACT  
(Primary Defense against Hartford and Travelers)**

66. Syngenta repeats and re-alleges each and every allegation contained in each preceding numbered paragraph of this Complaint as if fully set forth herein.

67. Syngenta to date has incurred substantial defense costs in connection with the Paraquat Actions.

68. Syngenta provided Hartford and Travelers with notice of the Paraquat Actions more than two years ago and has provided continuous updates concerning the litigation since then.

69. For more than two years, Travelers has refused to acknowledge its obligation to indemnify Syngenta for its defense costs, which Travelers has known are substantial and growing, or to indemnify Syngenta otherwise for its losses in

connection with the Paraquat Actions. Travelers has failed to promptly provide a definitive coverage position and has not honored its contractual obligation to indemnify Syngenta for its defense costs. By reason of Travelers' continuing delay, it is clear that Travelers is unlikely to honor its contractual obligation to indemnify Syngenta for its defense costs or to indemnify Syngenta otherwise for its losses in connection with the Paraquat Actions.

70. Hartford has denied any obligation to Syngenta under the Hartford Primary Policies.

71. By reason of the foregoing, Hartford and Travelers have breached or will likely breach their obligations under the Primary Policies.

### **RELIEF SOUGHT**

**WHEREFORE**, Syngenta respectfully requests judgment as follows:

1. With respect to the First Cause of Action,
  - a) declaring that, pursuant to the terms of the Primary Policies, Hartford and Travelers are obligated to defend Syngenta and to pay costs of Syngenta's defense in connection with the Paraquat Actions; and
  - b) declaring that Syngenta is entitled to designate the Hartford or Travelers policy or policies and the policy year or years that shall be called upon to provide such defense.
2. With respect to the Second Cause of Action,
  - a) declaring that, pursuant to the terms of the Primary Policies, Hartford and Travelers are obligated to indemnify Syngenta for sums that Syngenta may become legally obligated to pay in

connection with the Paraquat Actions; and

- b) declaring that Syngenta is entitled to designate the policy or policies and the policy year or years among the Primary Policies that shall be called upon to provide such indemnity.

3. With respect to the Third Cause of Action,

- a) declaring that, pursuant to the terms of the Excess Policies, the Excess Insurer Defendants are obligated to indemnify Syngenta for sums that Syngenta has paid or has or may become obligated to pay, including its defense costs, in connection with the Paraquat Actions in excess of the limits of liability of the applicable Primary Policies; and
- b) declaring that Syngenta is entitled to designate the Excess Policy or Policies and the policy year or years that should be called upon to provide such indemnity.

4. With respect to the Fourth Cause of action, for money damages in an amount to be determined at trial, together with pre-judgment and post-judgment interest.

5. With respect to all Causes of Action,

- a) for reasonable attorneys' fees and the costs and disbursements of this action, including but not limited to pre-judgment and post-judgment interest; and
- b) for such other and further relief as this Court may deem just and proper.



**DEMAND FOR TRIAL BY JURY**

Syngenta hereby demands a trial by jury of twelve on all issues so triable.

Dated: May 17, 2021

**BERGER HARRIS LLP**

*/s/ David J. Baldwin*

---

David J. Baldwin (No. 1010)  
Peter C. McGivney (No. 5779)  
1105 North Market Street, 11<sup>th</sup> Floor  
Wilmington, DE 19801  
Telephone: (302) 655-1140  
Facsimile: (302) 655-1131  
dbaldwin@bergerharris.com  
pmcgivney@bergerharris.com

**HOGUET NEWMAN REGAL  
& KENNEY, LLP**

Dorothea W. Regal\*  
Joshua L. Blossveren\*  
John P. Curley\*  
60 East 42nd Street, 48th Floor  
New York, NY 10165  
Telephone: (212) 689-8808  
Facsimile: (212) 689-5101  
dregal@hnrklaw.com  
jblossveren@hnrklaw.com  
jcurley@hnrklaw.com

*\*pro hac vice* applications  
forthcoming

*Attorneys for Plaintiffs Syngenta Crop  
Protection LLC and Syngenta  
Corporation*