

# NGC Bodily Injury Trust Claim Processing

Resources Guide  
For Law Firms

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1.a. Eighth Amended Claims  
Resolution Procedures (“CRP”)

**EIGHTH AMENDED CLAIMS RESOLUTION PROCEDURES**  
**NGC BODILY INJURY TRUST**

The following claims resolution procedures (the “Claims Resolution Procedures”) shall govern the processing and payment of Asbestos Claims, as defined in the Third Amended Plan of Reorganization under Chapter 11 of the Bankruptcy Code for Asbestos Claims Management Corporation (the “Plan”), by the NGC Bodily Injury Trust. The Claims Resolution Procedures shall be administered by Trust Services, Inc. or such other processing agent as may be selected by the NGC Bodily Injury Trust.

All capitalized terms not defined in section 4 of these Claims Resolution Procedures, but defined in the Plan, the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Plan, the Bankruptcy Code or the Bankruptcy Rules, respectively, and such definitions are incorporated herein by reference. For convenience, certain terms defined in the Plan are reproduced in section 4 hereof.

**1. OVERVIEW**

**1.1 Purpose**

The purpose of the Claims Resolution Procedures is to provide fair payment to all persons with valid Asbestos Claims for bodily injuries resulting from exposure to asbestos-containing products manufactured, sold or distributed by old National Gypsum Company (“ACMC Products”), taking into account the basic principles of the tort system and the resources available to the NGC Bodily Injury Trust. The Claims Resolution Procedures are also designed to give fair payment to any valid Indirect Asbestos Claim asserted by an Entity that is subrogated to an Asbestos Claim as a result of payment in full of such Asbestos Claim. Treatment of Indirect Asbestos Claims is governed exclusively by section 3.7 hereof. Finally, the Claims Resolution Procedures are also designed to provide fair payment to any valid Derivative Asbestos Claim asserted by an Entity against a Protected Party, but only to the extent that such Derivative Claim is not duplicative of any other Asbestos Claim. Consistent with the anticipated number and amount of claims, the nature of the asbestos-related diseases, and the inherent characteristics of asbestos-related litigation, the NGC Bodily Injury Trust shall treat similar claims with similar circumstances as equivalently as possible.

The NGC Bodily Injury Trust shall make payments to valid Asbestos Claims as funds become available and as Asbestos Claims are liquidated, while maintaining sufficient resources to pay future valid Asbestos Claims on a substantially equivalent basis. In order to assure substantially equivalent treatment of all claimants, the NGC Bodily Injury Trust may decide to have different forms and timing of payments to different claimants. Because such decisions must be based on estimates and cannot be done precisely, the estimates may have to be revised, from time to time, in the light of experience over time. The NGC Bodily Injury Trust may rely upon the estimates of experts hired to make such projections. A claimant who receives payment early in the life of the NGC Bodily Injury Trust may receive a smaller or larger percentage of the value of his or her claim than a claimant who receives payment in the middle of or late in the life of the NGC Bodily Injury Trust. However, the Trustees shall endeavor to treat all claimants as

equivalently as possible consistent with their duties as trustees in these circumstances, given the practical limitations imposed by the inability to predict the future with precision.

Settlements shall be favored over all other forms of claim resolution, and the lowest feasible transaction costs shall be incurred in order to conserve resources to pay all valid Asbestos Claims.

## **1.2 Asbestos Claimants**

Asbestos Claimants, other than those who hold BI Settlement Claims, may choose among the following methods for the liquidation and payment of their claims:

- a. expedited review and payment (“ER”); or
- b. individual review and payment (“IR”),

provided however, Asbestos Claimants holding Non-Malignant III claims may only be filed as ER claims. The NGC Bodily Injury Trust will endeavor to provide Asbestos Claimants with substantially similar treatment within each of the two methods such that all claimants electing ER are treated substantially similarly to all other claimants electing ER and all claimants electing IR are treated in a substantially similar manner to all other claimants electing IR.

## **1.3. Claims Under BI Settlement Agreements**

A BI Settlement Claim shall be treated as a Class 5 Claim under the Plan and shall receive the treatment set forth in section 3.4 hereof. In order to receive a distribution under section 3.4 the following conditions must apply:

(1) the BI Settlement Claimant must be a party to a BI Settlement Agreement; (2) the CCR must have determined, prior to the BI Settlement Claim Bar Date, that the documents submitted to the CCR demonstrate that the BI Settlement Claimant qualifies for payment under the BI Settlement Agreement; (3) ACMC’s share of the BI Settlement Agreement must not have been paid by the CCR or a CCR member on behalf of ACMC; and (4) the BI Settlement Claimant must have submitted a claim form (a "BI Settlement Claim Form") or filed under a process adopted by the trustees (the "BI Settlement Claims Filing Protocol"), (a) no later than the BI Settlement Claim Bar Date or (b), if the CCR Settlement Parties file a BI Settlement Claim as the assignee of a BI Settlement Claimant’s rights under a BI Settlement Agreement, the CCR Settlement Parties must have submitted a BI Settlement Claim Form to the NGC Bodily Injury Trust no later than 180 days after the CCR Settlement Parties obtained the assignment of such BI Settlement Claim.

BI Settlement Claims shall be submitted on the BI Settlement Claim Form or under the BI Settlement Claim Filing Protocol, which may allow bulk submission of such claims. If an Asbestos Claimant files a BI Settlement Claim Form, or submits a claim under the BI Settlement Claim Filing Protocol, but the NGC Bodily Injury Trust determines that such Asbestos Claim does not satisfy the applicable requirements above, then such Asbestos Claimant may resubmit his or her claim under the procedures applicable to ER or IR claims. For purposes of

determining the amount of a BI Settlement Claim, ACMC's share shall not include any assessment of liability to ACMC from the calculated shares of any other CCR member.

## **2. GENERAL PRINCIPLES FOR ASBESTOS CLAIMS RESOLUTION**

### **2.1. General Proof Requirements**

All Asbestos Claims must be reviewed according to these Claims Resolution Procedures to determine whether each claim presents evidence that would sustain a cause of action at law based on a diagnosis of an asbestos-related condition resulting from exposure to ACMC Products. Allowed Liquidated Values for the claims will be based upon values established under these Claims Resolution Procedures.

#### **a. Claim Forms**

The claim form(s) shall be designed by the Trustees to facilitate economical and fair administration of these Claims Resolution Procedures. Both ER Claim Forms and IR Claim Forms will be developed by the Trustees, after consultation with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, to result in efficient filing by claimants consistent with the limited distribution to be made to such claimants under these Claims Resolution Procedures. The Trustees may also adopt alternative methods for filing claims with the NGC Bodily Injury Trust, including (i) accepting claims forms submitted to other claims resolutions organizations and (ii) obtaining claims information from other claims resolution organizations (for example, electronic data bases maintained by such organizations) if that information is determined to be adequate to permit the application of the medical and other criteria required by these Claims Resolution Procedures.

#### **b. Distribution of Claim Filing Materials**

By the Claim Materials Distribution Date, the NGC Bodily Injury Trust shall mail or otherwise distribute claim filing information to each person, or attorney for such person, with an Asbestos Claim (i) who filed a lawsuit naming ACMC or the NGC Settlement Trust as a defendant or (ii) is otherwise known to hold or potentially hold an Asbestos Claim. The NGC Bodily Injury Trust shall, within a reasonable time after receipt of a request for the claims materials or notice that a person is the holder of an Asbestos Claim, mail or otherwise distribute the claim filing materials to the claimant.

**c. Deadline for Filing Malignant Disease Claims**

Subject to the tolling provisions set forth in 2.1.e below, the deadline for filing Malignant Disease Claims is as set forth in this subparagraph c:

- (i) *Diagnoses and death before June 16, 1997.* The deadline for the filing of Malignant Disease Claims with a date of diagnosis and a date of death before June 16, 1997, is the otherwise applicable federal, state and foreign statutes of limitations and repose for the Applicable Jurisdiction (as defined in subparagraph d (i) below).
- (ii) *Diagnoses or death on or after June 16, 1997.* The deadline for filing Malignant Disease Claims with a date of diagnosis or date of death on or after June 16, 1997, is three (3) years after the date of death.

**d. Deadline for Filing Non- Malignant Disease Claims**

Subject to the tolling provisions set forth in 2.1e below, the deadline for filing Non-Malignant Disease Claims is as set forth in this subparagraph d:

(i) *Diagnoses before June 16, 2000.* If first diagnosed prior to June 16, 2000 (other than BI Settlement Claims, the deadline for which is governed by 2.1.g below), the deadline for the filing of Non-Malignant Disease Claims is the otherwise applicable federal, state and foreign statutes of limitations and repose for the Applicable Jurisdiction (as defined in the next sentence). The Applicable Jurisdiction shall be either (1) the law of the state (as of the August 19, 2002 Petition Date) where the claimant has filed a lawsuit against ACMC or another defendant seeking recovery for an Asbestos Claim; or (2) in the event no such lawsuit has been filed, the law of the state (as of the August 19, 2002 Petition Date) in which the claimant was exposed to ACMC Products or the state where the claimant resides.

(ii) *Diagnoses on or after June 16, 2000.* If first diagnosed on or after June 16, 2000, the deadline for the filing of Non-Malignant Disease Claims is three (3) years after the later of (A) expiration of the tolling provided by subparagraph e below or (B) the date of the diagnosis of the asbestos-related disease.

**e. Tolling**

The filing deadlines set forth in the preceding paragraphs 2.1.c and 2.1.d shall be tolled for the following periods:

- (i) from June 16, 2000 through November 30, 2004 for claims diagnosed before June 16, 2000 and from June 16, 2000 through March 31, 2005 for claims diagnosed on or after June 16, 2000,

(ii) for Asbestos Claims filed against another defendant in the tort system, from the date such claim was filed against such defendant in the tort system through the date such tort system claim is resolved, either through litigation or settlement,

(iii) for BI Settlement Claims that have been disallowed, the statute of limitations for such claimants to resubmit an ER or IR Claim, as permitted by section 1.3, shall be tolled from the date the Trust makes available to claimants, through counsel, the BI Settlement Claim Form or the BI Settlement Claim Filing Protocol through 180 days thereafter and again from the date the claimant files the BI Settlement Claim with the Trust through 180 days after the Trust's disallowance notice with respect to the BI Settlement Claim is sent to the claimant, and

(iv) from the date a claim is filed with the NGC Bodily Injury Trust until (x) 180 days after an offer is made to the claimant by the NGC Bodily Injury Trust under ER or IR or (y) 90 days after the claimant rejects the award rendered in arbitration pursuant to these Claims Resolution Procedures.

**f. Withdrawal**

Upon written notice, a claimant may withdraw a filed claim at any time prior to determination of such claim by the Trust. Thereafter, such claimant may file another claim which shall be treated (i) for filing deadline purposes, as having been filed the date of the filing of the original withdrawn claim and (ii) for order of processing as having been filed on the date of the subsequent filing.

**g. Deadline for Filing BI Settlement Claims**

The deadline for filing BI Settlement Claims is the BI Settlement Claim Bar Date; provided, however, that, because the CCR Reimbursement Settlement Agreement was approved and consummated, the CCR Settlement Parties, as assignee of a BI Settlement Claimant's rights under a BI Settlement Agreement, may submit a BI Settlement Claim subsequent to the BI Settlement Claim Bar Date so long as the CCR Settlement Parties submit a BI Settlement Claim Form relative to such BI Settlement Claim to the NGC Bodily Injury Trust no later than 180 days after the CCR Settlement Parties obtain an assignment of such BI Settlement Claim.

## **h. Claimant Representatives**

The proof of claim for any deceased claimant, or for any claimant who is incapacitated, lacking in mental capacity, subject to a guardianship, conservatorship or similar legal proceeding or has transferred authority to file such proof of claim pursuant to a written power of attorney or other designation with similar legal effect, may be filed only by a Claimant Representative (identified in accordance with the applicable policies of the Trust as they may from time to time be adopted by the Trustees). The allowance of a claim filed by a Claimant Representative on behalf of a claimant precludes the allowance of any other claim on behalf of such claimant, other than as specified in section 3.5 below.

### **2.2. Determination of Payment Amounts**

The NGC Bodily Injury Trust will only be able to pay Asbestos Claimants a percentage (the NGC Bodily Injury Trust Payment Percentage) of the Allowed Liquidated Value, as described in sections 3.3 and 3.4, as applicable, of their claims. The Trustees, in their discretion after consultation with the NGC Bodily Injury Trust Advisory Committee and Legal Representative, may establish the NGC Bodily Injury Trust Payment Percentage in effect from time to time. The Trustees must base the determination of the NGC Bodily Injury Trust Payment Percentage on (i) estimates of the number, types, and values of present claims and future demands, (ii) the value of the NGC Bodily Injury Trust's assets and projected earnings on those assets, (iii) the NGC Bodily Injury Trust's projected costs for administration and legal defense, and (iv) other material matters. The Trustees shall determine the NGC Bodily Injury Trust Payment Percentage prior to making any distribution, and the Trustees shall reconsider the determination of the NGC Bodily Injury Trust Payment Percentage at least every two years to assure that it is based on accurate and current information. When making these determinations, the Trustees are not to act based only on worst-case scenarios, but shall use common sense and undertake a comprehensive evaluation of all relevant factors based on reasonable projections.

The Trustees, in their discretion after consultation with the NGC Bodily Injury Trust Advisory Committee and Legal Representative, may authorize supplemental payments to any or all claimants whose Asbestos Claims have been previously allowed and paid on a basis of a NGC Bodily Injury Trust Payment Percentage that is lower than the current NGC Bodily Injury Trust Payment Percentage.

Any authorized supplemental payment shall be in an amount equal to the Allowed Liquidated Value of the particular Asbestos Claim multiplied by the then-current NGC Bodily Injury Payment Percentage less that amount of all prior ER, IR, BI Settlement Claim or other payments to that Asbestos Claimant from or on behalf of ACMC (including from the NGC Bodily Injury Trust).

### **2.3. Claim Evaluation and Allowance**

The Trustees, in order to ensure that payments are made only for valid claims, shall evaluate claims and allow or disallow claims only in accordance with these Claims Resolution

Procedures. The Trustees may audit, monitor, and verify claims as authorized in these Claims Resolution Procedures to ensure that the Trustees only make payments for valid claims.

If, during the evaluation of a claim by the Trustees, the Trustees determine that the claim fails to meet the criteria of the Claims Resolution Procedures for allowance or that the submitted claim form or supporting materials are deficient, the Trustees will provide the claimant with a written deficiency notice. The claimant shall have ninety (90) days from the mailing of the deficiency notice by the NGC Bodily Injury Trust to cure the noted deficiencies by providing the requested information or materials. The claimant may request an extension of sixty (60) days from the end of the 90-day period to cure the deficiency. Such request must be in writing and must be received by the NGC Bodily Injury Trust not later than the end of the 60-day period. If the claimant fails to cure the deficiency within such 90-day period, or a requested 60-day extension period, the claim automatically will be deemed rejected, without further notice. The NGC Bodily Injury Trust may, but will have no obligation to, provide additional deficiency notices with respect to any deficiency, if the claimant attempts to cure the deficiency and the attempted cure is inadequate. After such additional notice, if any, the claimant will have sixty (60) days to respond, with no provision for additional extension.

#### **2.4. Trustees' Administration of Claim Evaluation and Audit**

In administering these Claims Resolution Procedures, the Trustees shall always give appropriate consideration to the cost of evaluating claims or implementing audits and related investigations designed to uncover invalid claims so that payment of valid claims is not impaired by such process. In particular, in the administration of the claims evaluation process, *e.g.*, review of exposure and medical evidence, the Trustees shall consider the fact that the amount of transaction costs to be expended on additional investigation reduces the amount that can be distributed to holders of clearly valid claims. The Trustees may, in appropriate circumstances, contest the validity of any claim notwithstanding the costs of such contest.

#### **2.5. Amendment of Claims Resolution Procedures**

The Trustees, in their discretion after consultation with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, may change the NGC Bodily Injury Trust Payment Percentage and implement modifications to the procedural requirements for the filing of claims. With the consent of the NGC Bodily Injury Trust Advisory Committee and the Legal Representative or the approval of the Bankruptcy Court, the Trustees may amend these Claims Resolution Procedures from time-to-time to (a) conform to generally suggested changes or advances in scientific or medical knowledge or other changes in circumstances, (b) establish new Baseline Allowed Liquidated Values so long as the relative ratio between asbestos disease categories remains constant or (c) make such other modifications or amendments as may be necessary and appropriate.

## **2.6. Punitive Damages; Interest**

In determining the value of any claim, punitive damages<sup>1</sup> shall not be considered or allowed, notwithstanding their availability in the tort system. The NGC Bodily Injury Trust shall not pay pre-judgment interest, post-judgment interest, interest on deferred payments, nor any other type of interest on an Asbestos Claim.

## **3. POLICIES AND PROCEDURES FOR FILING, REVIEW, DETERMINATION AND PAYMENT OF ASBESTOS CLAIMS**

### **3.1 Review Method for Asbestos Claims and Filing Elections**

#### **a. BI Settlement Claimants**

An Asbestos Claimant who is party to a BI Settlement Agreement shall be treated as a Class 5 Claim under the Plan, and shall receive the treatment set forth in section 3.4 below, so long as the following conditions apply:

(1) the BI Settlement Claimant must be a party to a BI Settlement Agreement; (2) the CCR must have determined, prior to the BI Settlement Claim Bar Date, that the documents submitted to the CCR demonstrate that the BI Settlement Claimant qualifies for payment under the BI Settlement Agreement; (3) ACMC's share of the BI Settlement Agreement must not have been paid by the CCR or a CCR member on behalf of ACMC and (4) the BI Settlement Claimant must have submitted a BI Settlement Claim Form to the NGC Bodily Injury Trust or filed under the BI Settlement Claims Filing Protocol (a) no later than the BI Settlement Claim Bar Date or (b) if the CCR Settlement Parties file a BI Settlement Claim as the assignee of a BI Settlement Claimant's rights under a BI Settlement Agreement, the CCR Settlement Parties must have submitted a BI Settlement Claim Form to the NGC Bodily Injury Trust no later than 180 days after the CCR Settlement Parties (as defined in the Plan) obtained the assignment of such BI Settlement Claim.

If an Asbestos Claimant files a BI Settlement Claim Form or submits a claim under the BI Settlement Claim Filing Protocol, but the NGC Bodily Injury Trust determines that such Asbestos Claim does not satisfy the applicable requirements above, then such Asbestos Claimant may resubmit his or her claim under the procedures

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<sup>1</sup> For clarification, "punitive damages" means damages that are penal, rather than compensatory, in nature. Neither the NGC Bodily Injury Trust, nor any mediator, arbitrator, jury or court shall allow damages that are intended to punish based on allegations of wanton, reckless, gross, outrageous or intentional misconduct or acts. In evaluating an Asbestos Claim under the law of a particular Applicable Jurisdiction, the claim evaluator will ignore technical labels and will instead be guided by the character of the damages asserted. For example, although damages arising under the Alabama Wrongful Death Statute have been labeled "punitive damages" by Alabama courts, such label will not bar the allowance of claims under the Alabama Wrongful Death Statute that assert only actual compensatory damages against the NGC Bodily Injury Trust.

applicable to ER or IR claims within the time frame set forth in section 2.1(c)(i). For purposes of determining the amount of a BI Settlement Claim, ACMC's share shall not include any assessment of liability to ACMC from the calculated shares of any other CCR member.

**b. Election of Expedited Review or Individualized Review for Asbestos Claims that are Not BI Settlement Claims**

(i) Claims Processing Methods. The NGC Bodily Injury Trust will process Asbestos Claims that are not BI Settlement Claims in the following two ways:

(1) *Expedited Review Claims ("ER Claims")* - The expedited review ("ER") election is designed primarily for claimants who the NGC Bodily Injury Trust may easily determine have valid Asbestos Claims. With expedited review, Asbestos Claims are resolved and paid quickly, the claim process is less demanding than the individualized review process and the claimant receives a single cash payment. The payments for the various disease categories are determined based on historical settlement averages in the tort system and then discounting those amounts by 50%. Non-Malignant III claims will only be liquidated under the expedited review method. Final Facility Review under the Alternative Dispute Resolution Procedures to be established by the Trustees is the only review available if an ER Claim is denied.

(2) *Individualized Review Claims ("IR Claims")* - Individualized review ("IR") is intended to resolve more difficult claims with documented exposure to ACMC Products based on historical settlement averages in the tort system. These allowances are expected to be greater than the ER allowances for similar claims. The individualized and detailed examination of each IR Claim requires greater time and effort than expedited review, and for this reason IR Claims will be processed and paid after ER Claims that are filed at the same time.

(ii) Claimants Election. Asbestos Claimants, other than BI Settlement Claims, may elect to have their claims processed as either an ER Claim or an IR Claim; except that Non-Malignant III claims will only be processed as ER Claims.

**3.2 Processing of ER Claims and IR Claims**

In general, the NGC Bodily Injury Trust will process and, if appropriate, pay ER Claims faster than IR Claims. Both ER and IR Claims will be processed in the order in which the claims are received.

**a. ER Claims**

ER Claims will be reviewed and paid if allowed before claimants filing at the same time who elect individualized review. Because ER payments are certain, paid sooner and require a less demanding claims process, ER payments will be less than the IR payments for similar claims.

**b. IR Claims**

IR Claims will be reviewed and paid if allowed at settlement values based on or comparable to historical settlement averages of ACMC in the tort system, taking into account medical and exposure criteria, occupation, age of claimant, jurisdictional impact and other such relevant factors. Above Baseline Allowed Liquidated Values for each disease category will be paid only to those claimants who present credible evidence of the most severe combination of factors including, but not limited to: the most serious injuries and damages within the disease category; definite, prolonged exposure to ACMC Products; or a clear casual connection of injuries to asbestos exposure and to no other casual factors. The Trustees of the NGC Bodily Injury Trust may also take into account additional factors including, but not limited to, wage history and tort system settlement values in the Applicable Jurisdiction.

**c. Exigent Claims**

The NGC Bodily Injury Trust shall give priority in processing to exigent claims, which include only those cases where the claimant's circumstances require priority resolution of the claim. Living claimants filing a mesothelioma claim shall automatically be treated as exigent claims.

**d. Extraordinary Claims**

An Asbestos Claimant who is an IR claimant may request in writing treatment as an "Extraordinary Claim." The NGC Bodily Injury Trustees may, in their discretion, designate a limited number of claims as Extraordinary Claims. In determining whether to allow a claim as an Extraordinary Claim, the Trustees shall consider the assets available to the NGC Bodily Injury Trust and all relevant evidence including, but not limited to -- the age and number of the claimant's dependents; economic factors such as unusually high wage loss; evidence that no other factors, such as use of tobacco, contributed to the claimant's condition; evidence of an unusually high level of exposure to asbestos or that the overwhelming majority of the claimant's asbestos exposure was to ACMC Products. Payments to holders of Extraordinary Claims may not exceed the Maximum Value, as set forth in the table attached hereto as Exhibit 1 hereto, for the appropriate disease and occupation category times the then applicable NGC Bodily Injury Trust Payment Percentage.

**e. NGC Bodily Injury Trust Payment Percentage**

In determining the NGC Bodily Injury Trust Payment Percentage to be applied to the Allowed Liquidated Values that are based on ACMC's historical settlement averages

in the tort system, the Trustees will rely on expert advice with respect to the number and amount of present and future claims against ACMC, the cost of claims processing, and the value of the NGC Bodily Injury Trust's assets and projected earnings on those assets. As with any attempt to forecast assets and liabilities over a long period, there will be a substantial amount of uncertainty. In recognition of this uncertainty, the Trustees, in consultation with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, will recalculate the NGC Bodily Injury Trust Payment Percentage no less frequently than every two years based on the factors described in section 2.2 above.

### **3.3 ALV Determination and Payments**

The Baseline Allowed Liquidated Values ("ALV") for ER Claims and IR Claims, by disease category, is set forth in the table attached hereto as Exhibit 1. The ALV schedules for the ER and IR Claims have as their starting point ACMC's share of the group settlement averages, negotiated by the CCR and billed to ACMC for payment from January 1, 1998 to August 28, 2000, in the respective disease categories.

#### **a. ER Claims**

The ALV for ER Claims for the various diseases categories is set forth in the table attached hereto as Exhibit 1. The ALV for ER Claims reflects the Baseline ALV for the disease categories discounted by 50%. The discount has been applied because ER Claims will be paid by the NGC Bodily Injury Trust substantially quicker than such Asbestos Claims would be paid in the tort system and the claims processing is less demanding than the IR process. The ER payment for each claim will be the ALV for ER Claims reflected on Exhibit 1 multiplied by the current NGC Bodily Injury Trust Payment Percentage. A single payment will be made as soon as practicable after receipt, review and allowance of the completed claim forms and receipt of a fully executed release.

#### **b. IR Claims**

The Baseline for payment offers to claimants submitting allowed IR Claims will be the Allowed Liquidated Values set forth in the table attached hereto as Exhibit 1. To determine whether the appropriate ALV for an IR Claim should be higher or lower than the Baseline, the NGC Bodily Injury Trust will look to the amounts historically paid by ACMC to resolve claims with similar characteristics. This will be accomplished by statistically analyzing previously settled claims, and identifying claim characteristics that have historically correlated with settlement values. The characteristics will be those that have historically been used to determine the value of a claim in the tort system. The results of this analysis will be the development, by the Trustees, of valuation guidelines to be used by the NGC Bodily Injury Trust to determine specific ALVs for IR Claims. The resulting rules will be a multi-dimensional range of values based on claim characteristics that have historically influenced claim values paid by ACMC. While the NGC Bodily Injury Trust will not have nor follow a published claim matrix, the claimant characteristics that will be considered in determining the proper ALV for an IR Claim may include, but will not be limited to: occupation, Applicable Jurisdiction, confirmed injury, age, seriousness of the disease within the disease category, definite, prolonged

exposure to ACMC Products, job site of exposure, wage history and disability status, x-ray and diagnostic test findings, medical signs and symptoms, and smoking history (the “Individual Factors”). The historical settlement averages reflect significant differences based on occupation and jurisdiction, and these differences will be reflected in the ALV for particular claims.

The amounts shown for each disease category on the ALV schedules establish the Baseline ratios of ALVs. Under the IR method it is possible that, due to the presence and severity of Individual Factors, the ratios of the actual average ALVs in a particular year will be higher or lower than the Baseline ratios. For example, claimant C has been a drywall installer for all of his working life and demonstrates, though supporting evidence, this occupational history and substantial and prolonged direct exposure to ACMC Products. The occupational factor may have the effect of increasing the value of the ALV by as much as 100%, depending upon the impact of the other Individual Factors. Conversely, claimant S has been a shipyard worker during the portion of his working life in which he was exposed to asbestos and demonstrates, through supporting evidence, that his exposure to ACMC Products has been indirect and intermittent. The occupational factor for claimant S may have the effect of decreasing the value of the ALV by as much as 40%, depending upon the impact of the other Individual Factors.

Similarly, the average ALV for each disease category may vary from the baseline, due to the application of Individual Factors. The Trustees may periodically review the application of Individual Factors to the ALVs.

Holders of allowed IR Claims will be paid the ALV of their claim multiplied by the then current NGC Bodily Injury Trust Payment Percentage. IR Claims allowed during the first 30 months after the Claim Materials Distribution Date will be paid in two installments. The first payment, which will be made as soon as practicable after the IR Claim is allowed, will be in an amount equal to 75% of the Allowed Liquidated Value multiplied by the NGC Bodily Injury Trust Payment Percentage in effect at the time such IR Claim is first allowed. The second payment, which will be made no later than 31 months after the Claim Materials Distribution Date, will be in an amount equal to the Allowed Liquidated Value multiplied by the then current NGC Bodily Injury Trust Payment Percentage minus the amount of the first payment. At any time the Trustees may, in their discretion, adopt a single payment program or continue the two-step payment program beyond the initial 30-month period.

Payments will only be made to claimants who meet the Medical Criteria of Section 3.11 and who otherwise have compensable claims under applicable law. Any IR claimant whose Asbestos Claim is disallowed for failure to meet the Medical Criteria or other requirements of these Claims Resolution Procedures, but who nevertheless claims to have an asbestos-related disease that is compensable under the tort law of the Applicable Appellate Jurisdiction, shall be entitled, upon request, to submit such claim to arbitration. Arbitrators shall return awards establishing the Allowed Liquidated Value, if any, (1) only on proof that the claimant has an injury compensable under the law of the Applicable Appellate Jurisdiction and (2) in an amount no greater than the Maximum Value of the applicable compensable disease category, as set forth in Exhibit 1 to the

Claims Resolution Procedures. If the claimant opts for arbitration and then rejects the award, the claimant shall be entitled to a jury trial and to payment of any verdict, pursuant to section 3.6 of these Claims Resolution Procedures.

**c. General ER/IR Procedures**

If the NGC Bodily Injury Trust denies a claim because it does not meet the Medical Criteria at that time, but the claimant later develops a condition that does meet the Medical Criteria and submits a claim for compensation under these Claims Resolution Procedures, the NGC Bodily Injury Trust shall not reject such claimant's claim on the basis of the statute of limitations or any applicable doctrine concerning staleness of claims, unless the claim (1) would have been time-barred under the law of the Applicable Jurisdiction as of June 16, 2000 or (2) is asserted against the NGC Bodily Injury Trust after the expiration of the filing deadlines, as set forth in sections 2.1.c and d above for the disease for which such claim is filed.

The statute of limitations of the Applicable Jurisdiction shall be tolled for the following periods: (1) from June 16, 2000 through November 30, 2004, (2) for Asbestos Claims filed against another defendant in the tort system, from the date such claim is filed against such defendant in the tort system through the date such tort system claim is resolved, either through litigation or settlement, (3) for BI Settlement Claims that have been disallowed, the statute of limitations for such claimants to resubmit an ER or IR Claim, as permitted by section 1.3, shall be tolled from the date the Trust makes available to claimants, through counsel, the BI Settlement Claim Form or the BI Settlement Claim Filing Protocol through 180 days thereafter and again from the date the claimant files the BI Settlement Claim with the Trust through 180 days after the Trust's disallowance notice with respect to the BI Settlement Claim is sent to the claimant, and (4) from the date a claim is filed with the NGC Bodily Injury Trust until the later of (x) 180 days after an offer is made to the claimant by the NGC Bodily Injury Trust under ER or IR or (y) 90 days after the claimant rejects the award rendered in timely-commenced arbitration pursuant to these Claims Resolution Procedures. Additionally, any holder of an Asbestos Claim which is first diagnosed after June 16, 2000, may file his or her claim with the NGC Bodily Injury Trust, regardless of whether the claim would otherwise be barred by applicable statutes of limitations or repose, provided the Asbestos Claim is filed no later than three (3) years after the later of the expiration of the tolling period set forth in (1) above or the date of the diagnosis of the asbestos-related disease.

Upon written notice, a claimant may withdraw a filed claim at any time prior to determination of such claim by the Trust. Thereafter, such claimant may file another claim which shall be treated (i) for statute of limitation purposes as having been filed the date of the filing of the original withdrawn claim and (ii) for order of processing as having been filed on the date of the subsequent filing.

**3.4 BI Settlement Agreements**

BI Settlement Claimants shall have their claims processed, reviewed, determined and paid as follows:

a. BI Settlement Claims shall be submitted on the BI Settlement Claim Form or under the BI Settlement Claims Filing Protocol. The Trustees may allow bulk submission of BI Settlement Claims. If the Trustees determine, in their discretion, that the data available to the NGC Bodily Injury Trust concerning the amounts owed to BI Settlement Claimants is reasonably reliable, the NGC Bodily Injury Trust may use such data in determining the allowability of BI Settlement Claims without requiring the filing of individual claim forms by BI Settlement Claimants.

b. Asbestos Claimants that have valid BI Settlement Claims shall be reviewed and paid, if allowed, prior to claimants filing at the same time who elect Individualized Review. The ALV of a BI Settlement Claim shall be ACMC's share of the amount payable to the BI Settlement Claimant by the CCR under the BI Settlement Agreement. ACMC's share under a BI Settlement Agreement shall be determined as the total amount due under such BI Settlement Agreement multiplied by the percentage of such amount which would be allocated to ACMC under the CCR Producer Agreement without any adjustment for application of the CCR Reimbursement Agreement and without any assessment of additional liability to ACMC from the calculated share of any other CCR member.

c. BI Settlement Claimants with allowed claims shall be paid in a single payment the sum of (i) the ALV (as determined in the preceding paragraph) multiplied by the NGC Bodily Injury Trust Payment Percentage plus (ii) in the case of BI Settlement Claims submitted prior to the BI Settlement Claim Bar Date, the ALV (as determined in the preceding paragraph) multiplied by 5%; provided however, that the amount payable under subpart (ii) shall be limited and shall not exceed 20% of the payment made pursuant to subpart (i). The additional amount to be paid pursuant to subpart (ii) compensates the BI Settlement Claimant for any potential joint and several liability claims that such claimant may possess by virtue of its BI Settlement Agreement. By way of example only, if the then current NGC Bodily Injury Trust Payment Percentage is 25%, holders of valid BI Settlement Claims will be entitled to 30% of ACMC's share of the amount payable to the BI Settlement Claimant by the CCR under the BI Settlement Agreement. If the then current NGC Bodily Injury Trust Payment Percentage equals 20%, the additional payment under provision (ii) above would be limited to 4% resulting in a payment to holders of BI Settlement Claims of 24%.

d. No payments will be made to BI Settlement Claimants whose CCR BI Settlement Agreement is not valid and enforceable under the law of the jurisdiction applicable to such Agreement.

### **3.5 Releases**

An Asbestos Claimant accepting an ER or IR payment to resolve a malignant disease claim must execute a full release of ACMC, the NGC Settlement Trust, New NGC and the NGC Bodily Injury Trust consistent with applicable state law. A claimant accepting an ER or IR payment to resolve a non-malignant disease claim must execute a full release of ACMC, the NGC Settlement Trust and New NGC, and a limited release (preserving only claims covered by the following paragraph) of the NGC Bodily Injury Trust. A BI Settlement Claimant who

receives a distribution to resolve a malignant disease claim must execute a full release of ACMC, the NGC Settlement Trust, New NGC and the NGC Bodily Injury Trust consistent with applicable state law, which release shall specifically include a release of any joint and several claims held by such claimant against ACMC, the NGC Settlement Trust, New NGC or the NGC Bodily Injury Trust related to any applicable BI Settlement Agreement. A BI Settlement Claimant who receives a distribution to resolve a non-malignant disease claim must execute a full release of ACMC, the NGC Settlement Trust and New NGC and a limited release (preserving only claims covered by the following paragraph) of the NGC Bodily Injury Trust consistent with applicable state law, which release shall specifically include a release of any joint and several claims held by such claimant related to his or her BI Settlement Agreement.

Any claimant who receives an ER or IR payment or a payment for a BI Settlement Claim for a non-malignant asbestos injury may file a new asbestos bodily injury claim with the NGC Bodily Injury Trust for an asbestos-related malignancy that is subsequently diagnosed. Any claimant who receives an ER or IR payment or a payment for a BI Settlement Claim to resolve a Non-Malignant II or Non-Malignant III claim may also file a new bodily injury claim that may be allowed as a Non-Malignant I or II claim, respectively. Similarly, any claimant who received a payment from or on behalf of ACMC prior to implementation of the Claims Resolution Procedures for a non-malignant asbestos injury may file a new bodily injury claim with the NGC Bodily Injury Trust for an asbestos-related malignancy. Any additional payments, to which such claimant may be entitled, shall be reduced by the amount of any prior ER, IR, BI Settlement Claim or other payment(s) to that Asbestos Claimant for or on behalf of ACMC.

### **3.6 Appeal or Review of NGC Bodily Injury Trust Evaluation of a Claim**

The decision to deny a BI Settlement Claim or a claim determined under the ER method is not reviewable; provided however, the claimant, unless the claim is a Non-Malignant III claim, may then elect to file an IR claim using the appropriate forms and procedures. A claimant whose Non-Malignant III claim is denied may initiate the Final Facility Review process that has been established by the Trustees as part of the Trust's Alternative Dispute Resolution Procedures.

If an IR claimant, including an IR claimant who requested review as an Extraordinary Claim, rejects the ALV determined by the NGC Bodily Injury Trust, the claimant may, within 180 days of receipt of the Trust's ALV determination, initiate Final Facility Review or arbitration in accordance with procedures established by the Trustees.

Arbitrators will determine the proper disease category for the claim and the value of the claim under the law of the Applicable Appellate Jurisdiction. The value of the claim may not exceed the Maximum Value, as set forth on Exhibit 1, for the disease category. Arbitrators may consider any relevant factors, including assertion by the NGC Bodily Injury Trust of defenses to successor liability on the part of New National Gypsum Company under state law applicable to the particular claim. If a claimant submits to arbitration and accepts the award, the award will establish the ALV of the claim and the claimant's payment will be the ALV multiplied by the then current NGC Bodily Injury Trust Payment Percentage.

Claimants (other than BI Settlement Claimants) desiring to have their claim resolved by litigation may file a lawsuit against the NGC Bodily Injury Trust only after the rejection of an

award rendered in arbitration under these Claims Resolution Procedures. Such lawsuit must be filed within the filing deadline set forth in section 2.1.c or d for the disease for which such claim was filed. Venue for Asbestos Claims shall be unchanged by the Reorganization Case. The Applicable Appellate Jurisdiction's law shall apply. For purposes of this section 3.6, the Applicable Appellate Jurisdiction shall be either (a) the law of the state (as of the August 19, 2002 Petition Date) where the claimant filed an asbestos disease lawsuit prior to June 16, 2000 naming ACMC or (b) in the event no such lawsuit has been filed, the law of the state (as of the August 19, 2002 Petition Date) in which the claimant was exposed to ACMC Products or the state where the claimant resides. All claims and defenses that exist under the law of the Applicable Appellate Jurisdiction shall be available to both sides at trial. The NGC Bodily Injury Trust may waive any defense that would purport to establish that ACMC was not liable for asbestos-related diseases caused by its asbestos-containing products. The NGC Bodily Injury Trust may concede product defect and that the product defect caused any asbestos-related injury and, in such case, the claimant shall be precluded from introducing any additional evidence on the product defect issue.

The award of an arbitrator and the positions and admissions of the parties during alternative dispute resolution procedures are not admissible for any purpose at trial by a party or third party and are expressly determined not to be admissions of either party. If necessary, the Trustees may obtain an order from the U.S. District Court for the Northern District of Texas, Dallas Division incorporating an offer of judgment to liquidate the amount of the claim, scheduling discovery and trials in such a fashion as not to create an undue burden on the NGC Bodily Injury Trust, or containing any other provision in order to ensure that the NGC Bodily Injury Trust fulfills its obligations in accordance with the principles set forth herein.

A claimant who rejects both the payment offered by the NGC Bodily Injury Trust and an award in arbitration under these Claims Resolution Procedures, and later obtains a judgment for money damages against the NGC Bodily Injury Trust shall have a claim with an ALV equal to the judgment.

If the judgment (less any portion thereof representing Non-Compensatory Damages) is equal to or less than the Maximum Value, as set forth on Exhibit 1, for the applicable disease category, the claimant will be paid, as soon as practicable after the judgment is final, the judgment amount (less any portion thereof representing Non-Compensatory Damages) multiplied by the then current NGC Bodily Injury Trust Payment Percentage.

If the judgment (less any portion thereof representing Non-Compensatory Damages) is greater than the Maximum Value, as set forth on Exhibit 1, for the applicable disease category, the claimant will be paid, as soon as practicable after the judgment is final, the then current NGC Bodily Injury Trust Payment Percentage on the Maximum Value for the applicable disease category. The balance of the judgment less any portion thereof representing Non-Compensatory Damages, if any, will be subordinated to the initial payment in full of all other current and future Asbestos Claims. The payment of that portion of any judgment representing Non-Compensatory Damages shall be subordinated to the payment in full of all judgment amounts representing awards for compensatory damages.

### **3.7 Indirect Asbestos Claims**

Indirect Asbestos Claims asserted against the NGC Bodily Injury Trust may not be processed or paid by the NGC Bodily Injury Trust unless and until the Indirect Asbestos Claimant establishes to the satisfaction of the Trustees that (a) the Indirect Asbestos Claimant is an entity that is or was co-liable with ACMC or the NGC Bodily Injury Trust on a claim of an underlying Asbestos Claimant, (b) the Indirect Asbestos Claimant has paid in full the liability and obligations of the NGC Bodily Injury Trust, ACMC and/or the NGC Settlement Trust to the direct Asbestos Claimant to whom the NGC Bodily Injury Trust, ACMC and/or the NGC Settlement Trust would otherwise have had an obligation under these Claims Resolution Procedures, (c) the Indirect Asbestos Claim is not disqualified or subordinated, in whole or part, under § 509 of the Bankruptcy Code and (d) the underlying Asbestos Claimant and the Indirect Asbestos Claimant have forever released ACMC, the NGC Settlement Trust, New NGC and the NGC Bodily Injury Trust from all liability to the underlying Asbestos Claimant. Indirect Asbestos Claims shall be processed under these Claims Resolution Procedures in the same manner as the underlying Asbestos Claim would have been processed. In no event shall any Indirect Asbestos Claimant have any rights against the NGC Bodily Injury Trust superior to the rights of the related direct Asbestos Claimant against the NGC Bodily Injury Trust, including any rights with respect to the information required in a proof of claim or the timing, amount or manner of payment. The NGC Bodily Injury Trust shall not pay any Indirect Asbestos Claimant unless and until the Indirect Asbestos Claimant's aggregate liability for the direct Asbestos Claimant's claim has been fixed, liquidated and paid by the Indirect Asbestos Claimant pursuant to a settlement (with an appropriate release in favor of ACMC, the NGC Settlement Trust, New NGC and the NGC Bodily Injury Trust) or a Final Order. In any case where the Indirect Asbestos Claimant has satisfied the claim of a direct Asbestos Claimant against the NGC Bodily Injury Trust, ACMC, New NGC and/or the NGC Settlement Trust by way of a settlement, the Indirect Asbestos Claimant shall obtain for the benefit of the NGC Bodily Injury Trust, ACMC and/or the NGC Settlement Trust, as applicable, a release in form and substance satisfactory to the Trustees. The Trustees may require the filing of a separate proof of claim for Indirect Asbestos Claims.

Any dispute regarding the propriety or reasonableness of the procedures employed by the Trustees for the evaluation of Indirect Asbestos Claims shall be determined by the Bankruptcy Court, which has retained jurisdiction to hear and determine such dispute. Any dispute regarding the allowance or disallowance of a particular Indirect Asbestos Claim shall be governed by the appeal and review procedures of section 3.6 of these Claims Resolution Procedures.

### **3.8 Derivative Asbestos Claims**

Derivative Asbestos Claims may be asserted against the NGC Bodily Injury Trust and shall be processed under these Claims Resolution Procedures in the same manner as the underlying Asbestos Claim would have been processed. A Derivative Asbestos Claim will not be considered by the NGC Bodily Injury Trust if it is duplicative of any other Asbestos Claim asserted by an Entity against the NGC Bodily Injury Trust. Because a Derivative Asbestos Claim is, by definition, an Asbestos Claim against a Protected Party, and because such Asbestos Claim could be directly asserted against the NGC Bodily Injury Trust, the Trustees anticipate

that all Derivative Asbestos Claims would be disallowed as duplicative of Asbestos Claims filed against the NGC Bodily Injury Trust.

### **3.9 Initiating a Claim**

#### **a. BI Settlement Claimant**

Unless the Trustees permit otherwise, a BI Settlement Claimant must complete and file with the NGC Bodily Injury Trust on or before the BI Settlement Bar Date a ***BI Settlement Claim Form*** with all the supporting documentation required by the BI Settlement Form.

#### **b. ER Claim**

If a claimant elects to file an ER claim, he or she must file a completed ***Expedited Review Claim Form*** (“ER Form”) with all the supporting documentation required by the ER Form. Holders of Non-Malignant III claims shall only be entitled to submit ER Forms.

#### **c. IR Claim**

If a claimant elects to file an IR claim, he or she must file a completed ***Individualized Review Claim Form*** (“IR Form”) with all the supporting documentation required by the IR Form.

A claimant must submit the appropriate, fully completed Claim Form, including all supporting information required by the form or applicable instructions. Any Claim Form that is not ultimately completed, or is missing any of the requested supporting information, will be disallowed by the NGC Bodily Injury Trust. Asbestos Claimants need not retain attorneys to represent them or to submit claims to the NGC Bodily Injury Trust.

### **3.10 Proof of Exposure**

The Asbestos Claimant submitting an ER Form or an IR Form must demonstrate exposure to ACMC Products. This exposure could have occurred while the exposed person was engaged in carrying out job responsibilities or avocational pursuits or, in the case of a spouse or household member of a person having such exposure, as secondary exposure to such exposure. For all disease categories other than mesothelioma, the evidence of such exposure must be sufficient to show exposure to the asbestos or asbestos-containing product on a regular basis over some extended period of time in proximity to where the exposed person actually worked, or an equivalent exposure secondary to occupational or avocational exposure.

To demonstrate exposure to an ACMC Product, the claimant should provide an affidavit of the claimant or a co-worker setting forth sufficient information giving rise to a reasonable inference of exposure to support a legally viable cause of action, which should include some or all of the informational items listed in (a) through (e) below:

- a. Specify the occupation and describe the job duties or otherwise describe the circumstances that led to exposure to an ACMC Product.
- b. In the case of occupational exposure, describe the industry where exposed, and how the asbestos product was used in this industry, at each specific exposure site.
- c. In the case of occupational exposure, specify the employer(s) or job site(s) where exposure occurred.
- d. In the case of occupational exposure, specify the time period employed at each specific job site.
- e. Specify the nature of the injured person's exposure to ACMC Products (e.g., the frequency of exposure, the duration of exposure, whether exposure was from working directly with the product, working in the area where the product was handled, working in the area where the product was present, either visible or hidden from view).

The NGC Bodily Injury Trust may request supporting documentation from any claimant, and such claimant shall supply such documentation to the extent it is within his or her possession or control.

### **3.11 Medical Proof**

#### **a. Medical Criteria**

A claimant submitting an ER Form or an IR Form, to meet the Medical Criteria required for an allowed claim, must:

- (i) Provide a medical report from a Qualified Physician diagnosing an asbestos-related injury and additional proof, dependent upon the injury alleged;
- (ii) Document that at least 10 years elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis of an asbestos-related injury;
- (iii) Depending upon the asbestos-related disease alleged, meet the requirements listed for that disease; and
- (iv) Submit, if Qualified Pulmonary Testing is needed to meet the Medical Criteria for the disease claimed, (a) a complete report of pulmonary function testing (not a summary report) if the pulmonary function testing must substantially conform to the quality criteria and standards established by the American Thoracic Society to constitute Qualified Pulmonary Function Testing or (b) either a complete or a summary report of pulmonary function testing if the testing meets the ATS Compliance Presumption or the report is accompanied by information satisfying the Grandfather Exception. Note: Pursuant to the Trustee Resolutions of the NGC Bodily Injury Trust dated April 1, 2006, the ATS

Compliance Presumption and the Grandfather Exception shall only be in effect until May 1, 2008; and subsequently extended on March 28, 2008 to May 1, 2010.

**b. Mesothelioma**

(i) Diagnosis by a Qualified Physician referencing pathological findings of a board certified pathologist of a malignant tumor caused or contributed to by exposure to asbestos originating in the mesothelia cells of the pleura, peritoneum or like tissue, or

(ii) a reasonably equivalent clinical diagnosis by a Qualified Physician in the absence of adequate tissue for pathological diagnosis.

**c. Lung Cancer**

(i) Diagnosis by a Qualified Physician of a malignant primary bronchogenic tumor of any cell type caused or contributed to by exposure to asbestos.

(ii) To qualify for compensation under this category, a claimant must demonstrate the existence of primary asbestos-related cancer of the lung and provide evidence related to one of the following criteria:

(1) Demonstration by medical report of the existence of one of the following:

(a) Bilateral interstitial lung disease,

(b) Unilateral pleural disease (plaques or thickening) of at least ILO Grade B in the absence of any other clinical explanation or bilateral pleural disease (thickening or plaques), or

(c) Pathological evidence of asbestos; or

(2) Demonstration of at least ten (10) years of exposure to asbestos-containing materials in employment regularly requiring work in the immediate area of visible dust.

**d. Other Cancer**

(i) Diagnosis by a Qualified Physician of a malignant primary tumor of the colon, larynx, esophagus, pharynx, stomach or rectum caused or contributed to by exposure to asbestos; and

(ii) Demonstration by a clinical or pathological medical report that meets the criteria for Non-Malignant I or Non-Malignant II.

**e. Non-Malignant I**

Qualification as a Non-Malignant I allowed claim requires a diagnosis of a Non-Malignant I qualifying disease by a Qualified Physician based on one of the following:

(i) Asbestosis I-A diagnosis requires one of the following:

(1) In the case of a deceased claimant, a diagnosis by or referencing a finding of a physician who is board certified in the field of pulmonology or pathology that an asbestos-related disease was a substantial contributing cause of death.

(2) In the case of either a living or deceased claimant, a diagnosis requiring:

(a) A certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of ILO Grade 2/1 or greater, and

(b) Qualified Pulmonary Function Testing that shows evidence of lung capacity of 70% or less based on acceptable measurements of FVC or TLC.

(ii) Asbestosis I-B diagnosis requires one of the following minimum objective criteria:

(1) A certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of ILO Grade 1/0; and

(2) Qualified Pulmonary Function Testing that shows one of the following:

(a)  $FVC < 80\%$  of predicted with  $FEV_1/FVC \geq 72\%$  (actual value) [65% if  $\geq 68$  years old]; or

(b)  $TLC < 80\%$  of predicted; or

(c)  $FEV_1/FVC \geq 72\%$  (actual value) [65% if  $\geq 68$  years old] with  $DLCO < 76\%$  of predicted, or

(d)  $FVC \leq 80\%$  of predicted with bilateral basilar crackles, in the absence of any other clinical explanation.

(3) A statement by a board-certified pathologist that more than one representative section of lung tissue otherwise uninvolved with any other process (e.g., cancer or emphysema) demonstrates bilateral

interstitial fibrosis or a pattern of peribronchiolar or parenchymal scarring in the presence of characteristic asbestos bodies.

(iii) Diffuse Pleural Thickening I requires:

(1) A certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of ILO Grade B-2 or C-1 or higher; and

(2) Qualified Pulmonary Function Testing that shows one of the following:

(a)  $FVC < 80\%$  of predicted with  $FEV_1/FVC \geq 72\%$  (actual value) [65% if  $\geq 68$  years old]; or

(b)  $TLC < 80\%$  of predicted.

**f. Non-Malignant II**

Qualification as a Non-Malignant II allowed claim requires a diagnosis of a Non-Malignant II qualifying disease by a Qualified Physician based on one of the following:

(i) Asbestosis II requires a certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of ILO Grade 1/0 for a claimant who does not meet the pulmonary function testing requirement of Asbestosis I.

(ii) Pleural Thickening II requires a certified B-reader report or report from a Qualified Physician of chest x-rays of ILO Grade B-2 or C-1 or higher for a claimant who does not meet the pulmonary function testing requirement of Pleural Thickening I.

**g. Non-Malignant III**

Qualification as a Non-Malignant III allowed claim requires a diagnosis of a Non-Malignant III qualifying condition by a Qualified Physician based on a certified B-reader report that demonstrates one of the following:

(i) Fibrosis III requires a certified B-reader report or report from a Qualified Physician of chest x-rays that demonstrates an asbestos-caused abnormality that is less than ILO Grade 1/0; or

(ii) Pleural Changes III requires documentation of bilateral pleural condition (plaques or thickening) diagnosed on the basis of x-ray, CT scan, HRCT scan or pathological evidence.

The NGC Bodily Injury Trust may take into consideration the disease determination of other asbestos claims resolution organizations.

### **3.12 Auditing, Monitoring and Verifying**

The NGC Bodily Injury Trust will conduct random and other audits to verify information submitted in connection with claims. The NGC Bodily Injury Trust, in accordance with provisions of the NGC Bodily Injury Trust Agreement, will develop methods for auditing information about exposure to asbestos products and the reliability of medical evidence. The standard for such audits by the NGC Bodily Injury Trust shall include a requirement that all medical evidence used in making determinations of disease comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. These audits may require the submission of additional information, if reasonably available, such as x-ray films or pulmonary function test tracings and other backup data, and may include independent readings of x-rays, tissue samples, laboratory tests, and pulmonary function tests.

In the event that an audit reveals that invalid information has been provided to the NGC Bodily Injury Trust, the Trustees may penalize any claimant or claimant's attorney by disallowing the Asbestos Claim or seeking sanctions from the U.S. District Court for the Northern District of Texas-Dallas Division as the Trustees deem to be necessary, including the requirement of payment by the offending source to offset the costs associated with the audit and any future audit(s), reordering the priority of payment of Asbestos Claims, raising the level of scrutiny of additional information submitted from the same source(s), or prosecuting the claimant and/or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152. The Trustees may also, after audit or appropriate investigation, refuse to accept medical evidence from certain doctors or facilities or determine that the ATS Compliance Presumption shall not apply to a particular claim or group of claims.

The NGC Bodily Injury Trust shall consult with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative with regard to audit procedures and, failing consent, shall have the right to institute such procedures in the absence of a Court order to the contrary.

### **3.13 Confidentiality**

Submissions with respect to Asbestos Claims asserted in the NGC Bodily Injury Trust shall be deemed to be part of a settlement discussion and be kept confidential and shall not be admissible or discoverable in any court proceeding not directly related to Claims submitted under these Claims Resolution Procedures.

### **3.14 Required Information**

Unless the Trustees permit otherwise with respect to BI Settlement Claims, all claimants will be required to submit a Claim Form to the NGC Bodily Injury Trust as well as other supporting documentation. Both ER Claim Forms and IR Claim Forms will be developed by the Trustees, after consultation with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, to result in efficient filing by claimants consistent with the limited distribution to be made to such claimants under these Claims Resolution Procedures. Information requirements for an ER filing or a claim submitted under section 3.4 will constitute a

subset of the information required for an IR filing. The information required for the filing of an IR may include, but not be limited to, the following:

**a. Injured Party Information**

Full Name  
Social Security Number  
Date of Birth  
Is injured party living?  
Mailing Address  
Daytime Phone  
If injured party is deceased:  
    Date of Death  
Was death asbestos-related?

If injured party has a personal representative other than, or in addition to, his/her attorney:

Name  
Social Security Number  
Mailing Address  
Daytime Phone  
Relationship to Injured Party

**b. If claimant is represented by counsel**

Attorney Name  
Paralegal or Contact Name  
Name of Law Firm  
Firm Address (Street, City, State, Zip)  
Attorney Phone  
Attorney Fax  
Attorney E-Mail Address  
Law Firm Contact Phone  
Law Firm Contact Fax  
Law Firm Contact E-mail

**c. Diagnosed Asbestos-Related Injuries**

For all injuries that have been or were diagnosed for the injured party and for which medical documentation is submitted:

Diagnosis by a Qualified Physician  
Date of Diagnosis  
Copies of reports, if available, of lung function tests, x-ray readings and pathology results as provided by the diagnosing Qualified Physician

**d. Dependents and Beneficiaries**

For any other person(s) who may have rights associated with this claim (including all spouses and dependents):

Full Name  
Date of Birth  
Relationship  
Financial Dependency

**e. Occupational Exposure to ACMC Products**

For each site, industry or occupation in which claimant alleges exposure to asbestos:

Date Exposure Began  
Date Exposure Ended  
Occupation  
Employee of National Gypsum Company  
Description of Job Duties  
Industry in which exposure occurred  
Description of how and why asbestos products were used at the site  
Employer  
Site or Location of exposure  
Plant or Site Name  
Location at plant or site where exposure occurred (City and State)  
Description of how injured party was exposed to ACMC Product(s)  
Name of ACMC Product(s) to which injured party was exposed

**f. Exposure to an Occupationally Exposed Person**

If the claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member (Occupationally exposed person information must be completed in addition to the following):

Date Exposure to Other Person Began  
Date Exposure to Other Person Ended

Relationship to occupationally exposed individual  
Description of how injured party was exposed to the person or ACMC Product(s)

**g. Smoking/Tobacco History**

For each type of tobacco product the injured party has smoked or used:

Tobacco Product (cigarette, cigar, pipe)

Date Began

Date Ended

**h. Other Asbestos Products**

Names of other asbestos products to which claimant was occupationally exposed.

**i. Asbestos Litigation**

If a lawsuit has ever been filed on behalf of the injured party:

State in which the suit was originally filed

Name of court in which suit was originally filed

Date on which the suit was originally filed

Was Old NGC, ACMC or the NGC Settlement Trust a named defendant in the suit?

Whether the injured party received settlement or judgment money from Old NGC, ACMC or the NGC Settlement Trust?

Whether the injured party settlement or judgment money from another defendant paying some or all of the liability of Old NGC, ACMC or the NGC Settlement Trust? If yes, how much, when, and from which defendants?

Aggregate settlement amount received from all defendants to date

Current status of this suit

If this suit has been dismissed or has received a judgment:

Date of Verdict

Name of Defendant(s)

Verdict Amount

**j. Workers' Compensation/Other Disability Claims**

If the injured party ever received disability benefits related to asbestos:

Name of organization granting benefits

Date benefits began

Date benefits ended

Monthly benefit stipend

Name of company claim was filed against

**k. Employment Information**

Current Employment Status  
Amount of last annual wage  
Date of last wage received

**l. In addition to the above information, claimants may be required to provide supporting documentation in the form of**

Death Certificate (if claimant deceased)  
Certificate of Official Capacity (if personal representative is filing form)  
Medical Records supporting the diagnosis of alleged injuries  
Supplemental medical documentation from another trust(s) (discretionary) Proof of ACMC Product exposure supporting the alleged exposure  
W-2 and first page of Form 1040 for last year of full employment (if lost wages are being claimed)  
Social security or other employment records

**4. KEY DEFINITIONS**

The following are key definitions used in these Claims Resolution Procedures. Please consult the Plan for a complete set of definitions used therein.

- a. "ACMC" means Asbestos Claims Management Corporation.
- b. "ACMC Products" means asbestos-containing products manufactured, sold or distributed by old National Gypsum Company.
- c. "ALV" or "Allowed Liquidated Value" shall mean the dollar amount allowed for a particular Asbestos Claim under these Claims Resolution Procedures.
- d. "Applicable Appellate Jurisdiction" shall be either (a) the law of the state (as of the August 19, 2002 Petition Date) where the claimant filed an asbestos disease lawsuit prior to June 16, 2000 naming ACMC or (b) in the event no such lawsuit has been filed, the law of the state (as of the August 19, 2002 Petition Date) in which the claimant was exposed to ACMC Products or the state where the claimant resides.
- e. "Applicable Jurisdiction" means either (1) the law of the state (as of the August 19, 2002 Petition Date) where the claimant has filed a lawsuit against ACMC or another defendant seeking recovery for an Asbestos Claim; or (2) in the event no such lawsuit has been filed, the law of the state (as of the August 19, 2002 Petition Date) in which the claimant was exposed to ACMC Products or the state where the claimant resides.
- f. "Asbestos Claim" means any Claim or Demand whenever and wherever arising or asserted by any Entity that relates to or arises, directly or indirectly, by reason of physical, emotional, bodily or other personal injury or damages that is either:

(a) caused or allegedly caused, in whole or in part, directly or indirectly:

(i) by asbestos or asbestos-containing products mined, manufactured, sold, distributed, installed, removed or dealt with in any manner by any ACMC Liable Party, or

(ii) by services, actions, or operations provided, completed or taken by any ACMC Liable Party in connection with asbestos or asbestos-containing products, or

(b) caused or allegedly caused by asbestos or asbestos-containing products for which any ACMC Liable Parties or the NGC Settlement Trust is otherwise liable under the 1993 Reorganization Plan or any applicable law, whether or not arising or allegedly arising, directly or indirectly, from acts or omissions of any ACMC Liable Parties or the NGC Settlement Trust, or any other Entity for or with which any ACMC Liable Party or the NGC Settlement Trust is or may be liable.

Without limiting the generality of the foregoing, Asbestos Claim includes:

(i) any Claim or Demand described in paragraphs (a) or (b) above, whether or not:

(1) diagnosable, manifested or resulting from exposure before, on or after the Confirmation Date or the close of the Reorganization Case;

(2) for compensatory damages, Non-Compensatory Damages, loss of consortium, proximate damages, consequential damages, general damages or special damages; or

(3) reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, bonded, secured, or unsecured or in the nature of, sounding in or based on tort, contract, warranty, statute or any other theory of law, equity or admiralty; and

(ii) any Current Asbestos Claim, Demand, Indirect Asbestos Claim, Derivative Asbestos Claim, Asbestos Expense and BI Settlement Claim.

Asbestos Claim does not include an Asbestos Property Damage Claim.

g. “ATS Compliance Presumption” shall mean a presumption that spirometry, lung volume and diffusing capacity testing substantially conforms to the quality criteria and standards established by the American Thoracic Society (as specified under the definition of Qualified Pulmonary Function Testing below) if (a) the testing was performed at an accredited hospital or by or under the supervision of a board-certified pulmonologist or (b) the test results were utilized by either (i) a board-certified pulmonologist in reaching a diagnosis; or (ii) a Qualified Physician in reaching a

diagnosis and the test results were provided (directly or indirectly) to the Qualified Physician by a board-certified pulmonologist. Note: Pursuant to the Trustee Resolutions of the NGC Bodily Injury Trust dated April 1, 2006, the ATS Compliance Presumption shall only be in effect until May 1, 2008; and subsequently extended on March 28, 2008 to May 1, 2010.

h. "Baseline Or Baseline Value" shall mean the ALV's initially set by the Trustees based on historical settlement averages in the tort system as reflected in Exhibit 1.

i. "Basilar Crackles," sometimes called "rales," shall mean those sounds described in American Thoracic Society, "The Diagnosis of Nonmalignant Diseases Related to Asbestos," 134 American Review of Respiratory Disease, 363, 366 (1986), and shall be observed in accordance with the criteria set forth therein.

j. "BI Settlement Agreement" shall mean

(a) a written settlement agreement, listed on Exhibit Q attached hereto and made a part hereof, by and between (i) an Asbestos Claimant (or his or her authorized agent or representative); and (ii) the CCR, as agent for ACMC; and (b) any other settlement agreement by and between an Asbestos Claimant (or his or her authorized agent or representative) and the CCR, as agent for ACMC.

k. "BI Settlement Claim" shall mean

(a) any Claim under a BI Settlement Agreement as to which (1) the CCR has determined that the documents submitted to the CCR demonstrate that the BI Settlement Claimant qualifies for payment under the BI Settlement Agreement; (2) the BI Settlement Claimant has submitted a BI Settlement Claim Form, as defined in the Claims Resolution Procedures, to the NGC Bodily Injury Trust no later than the BI Settlement Claim Bar Date or, if CCR files a BI Settlement Claim as the assignee of a BI Settlement Claimant's rights under a BI Settlement Agreement, CCR must have submitted a BI Settlement Claim Form to the NGC Bodily Injury Trust no later than 180 days after the CCR Settlement Parties obtain an assignment of such BI Settlement Claim; and (3) ACMC's share of the BI Settlement Agreement has not been paid by the CCR or a CCR member on behalf of ACMC, together with (b) any Claim of such Asbestos Claimant based (x) on the rejection or alleged breach of a BI Settlement Agreement pursuant to section 365 of the Bankruptcy Code, the Plan or otherwise, or (y) on ACMC's alleged joint and several liability for obligations under a BI Settlement Agreement.

l. "BI Settlement Claim Bar Date" shall mean February 2, 2006, which is the second anniversary of the Claims Materials Distribution Date.

m. "BI Settlement Claims Filing Protocol" means the process adopted by the Trustees for filing BI Settlement Claims.

n. “Board-Certified Pathologist” shall mean a physician currently licensed to practice medicine in the District of Columbia or in one or more U.S. states or territories and who currently holds primary certification in anatomic pathology, or combined anatomic and clinical pathology, from the American Board of Pathology, and whose professional practice is principally in the field of pathology and involves regular evaluation of pathological materials obtained from surgical and post-mortem specimens.

o. “Certified B-Reader” shall mean an individual who has successfully completed the x-ray interpretation course sponsored by the National Institute of Occupational Safety and Health (NIOSH), and show NIOSH-certification is up-to-date.

p. “Chest X-Rays” shall mean radiographs taken in at least two views (Posterior-Anterior, Lateral, and Left and Right Obliques) and graded quality 1 for reading according to the criteria established by the ILO; provided, however, that in situations where the Asbestos Claimant is unable to provide quality 1 chest x-rays because of death or because of an inability to have new chest x-rays taken, then in those situations only, chest x-rays graded quality 2 will be acceptable.

q. “Claim Materials Distribution Date” shall mean as soon as reasonably practicable after Confirmation of the Plan, but no later than 180 days following the Effective Date of the Plan

r. “Claimant Representative” means the person or persons identified by the Trust to have the right to file the claim of an injured claimant, including the claim of a deceased claimant.

s. “CCR” shall mean the Center for Claims Resolution, an unincorporated association of companies established pursuant to the CCR Producer Agreement.

t. “CCR Producer Agreement” shall mean that certain Producer Agreement Concerning Center for Claims Resolution, dated September 28, 1988, to provide for the administration, defense, payment and disposition of asbestos-related claims against such companies.

u. “Derivative Asbestos Claim” shall have the meaning ascribed to such term in the Plan.

v. “ER” means the expedited review and payment process under these Claims Resolution Procedures.

w. “FVC” shall mean Forced Vital Capacity.

x. “Grandfather Exception” shall mean spirometry, lung volume, and diffusing capacity testing that was performed before May 1, 2006 and for which the claimant does not have a complete testing report available but the claimant’s claim submission includes a certification, in the form specified by the Trust, that the testing substantially conforms to ATS quality criteria and standards described in the definition of Qualified Pulmonary Function Testing. Note: Pursuant to the Trustee Resolutions of the

NGC Bodily Injury Trust dated April 1, 2006, the Grandfather Exception shall only be in effect until May 1, 2008; and subsequently extended on March 28, 2008 to May 1, 2010.

y. "ILO Grade" shall mean the radiological ratings for the presence of lung changes by chest x-rays as established from time to time by the International Labour Office (ILO), and as currently set forth in "Guidelines for the Use of ILO International Classification of Radiographs of Pneumoconiosis" (1980).

z. "Indirect Asbestos Claim" means any Asbestos Claim or Demand against ACMC, the NGC Settlement Trust or the NGC Bodily Injury Trust based on a right of contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction), or any other indirect Claim of any kind whatsoever, whether in the nature of, sounding in or based on contract, tort, statute, warranty, equity, admiralty or any other theory arising out of or related to an Asbestos Claim, including but not limited to the Claims of the CCR and/or its constituent members for claim settlements made by the CCR on ACMC's behalf..

aa. "Individual Factors" means the claimant characteristics that will be considered in determining the proper ALV for an IR Claim, which may include, but will not be limited to: occupation, Applicable Jurisdiction, confirmed injury, age, seriousness of disease within the disease category, definite, prolonged exposure to ACMC Products, job site of exposure, wage history and disability status, x-ray and diagnostic test findings, medical signs and symptoms, and smoking history.

bb. "IR" means the individual review and payment process under these Claims Resolution Procedures;

cc. "Latency Period" shall mean the period from the date of the exposed person's first significant exposure to asbestos or asbestos-containing product to earlier of the date of diagnosis or death.

dd. "Malignant Disease Claims" means Asbestos Claims for mesothelioma, lung cancer, and other cancers of the type set forth in 3.11.d(i).

ee. "NGC Bodily Injury Trust Payment Percentage" shall mean the percentage to be applied to Allowed Liquidated Values of Asbestos Claims (other than BI Settlement Claims) as determined by the NGC Bodily Injury Trust in accordance with the principles set forth in section 3.2(e) hereof.

ff. "Non-Malignant Disease Claims" means Asbestos Claims other than Malignant Disease Claims.

gg. "Plan" means the Third Amended Plan of Reorganization under Chapter 11 of the Bankruptcy Code for Asbestos Claims Management Corporation.

hh. "Predicted Values" for spirometry and lung volumes shall mean those published by Morris, Clinical Pulmonary Function Testing, 2d Edition, Intermountain Thoracic Society (1984), or others that are substantially equivalent. "Predicted Values"

for diffusing capacity shall be those published by Miller, et al., 127 American Review of Respiratory Disease, 170-77 (1983), or others that shall be corrected for race, ethnic origin, or other substantially equivalent criteria. Predicted Values for any pulmonary function testing shall take into account other relevant factors, as appropriate.

ii. “Primary” shall mean the place the cancer originated. For example, if a cancer begins in the liver and metastasizes to the lung, this would not be considered a primary lung cancer case related to asbestos exposure. However, if the cancer began in the lung and spread to other organs, it is a primary asbestos-related lung cancer. If there is any indication that the original site was not the relevant organ, or if there is a dispute as to where the primary site was, this may prevent the case from being categorized as a compensable cancer.

jj. "Protected Party" means any of the following parties:

(a) ACMC and Reorganized ACMC, their past, present or future Subsidiaries or Affiliates (other than Austin), successors or assigns and any of their respective Representatives;

(b) the NGC Settlement Trust, the NGC Bodily Injury Trust, the PD TAC, the BI TAC, the Creditors' Committee, the NGC Bodily Injury Trust Advisory Committee, the NGC Legal Representative and the Legal Representative, their successors and assigns and any of their respective Representatives;

(c) any Settling Asbestos Insurance Company, its successors and assigns and any of its Representatives;

(d) New NGC; any past, present or future Subsidiary (other than Austin) or Affiliate of New NGC; any Representative of New NGC or of any past, present or future Subsidiary (other than Austin) or Affiliate of New NGC; any past, present or future shareholder, insurer or lender of New NGC or any past, present or future Subsidiary (other than Austin) of New NGC, but solely in such Person's capacity as shareholder or insurer or, or lender to, New NGC or such Subsidiary or Affiliate; any former officer or director of Old NGC; and any successor or assign to any of the foregoing entities; and

(e) the Senior Bondholder Defendants, their successor or assigns.

kk. “Qualified Pulmonary Function Testing” shall mean spirometry, lung volume, and diffusing capacity (“DLCO”) testing that either: (a) substantially conforms to quality criteria established by the American Thoracic Society (“ATS”) and is performed on equipment which substantially meets ATS standards for technical quality and calibration, all as set forth in 20 C.F.R. 718.103 and Appendix B thereto or in the ATS guidelines in 144 American Review of Respiratory Disease, 1202-18 (1991); (b) is covered by the ATS Compliance Presumption; or (c) is accompanied by information satisfying the criteria of the Grandfather Exceptions. Note: Pursuant to the Trustee Resolutions of the NGC Bodily Injury Trust dated April 1, 2006, the ATS Compliance

Presumption and the Grandfather Exception shall only be in effect until May 1, 2008; and subsequently extended on March 28, 2008 to May 1, 2010.

ll. “TLC” shall mean Total Lung Capacity.

mm. “Qualified Physician” shall mean a physician, who is certified in one of the relevant specialties by the relevant medical specialty board to make diagnosis or other medical judgment for certain types of asbestos-related diseases, all as listed below:

(1) Internist—American Board of Internal Medicine—cancer or non-malignant diseases or conditions

(2) Oncologist—American Board of Internal Medicine with a subspecialty of medical oncology—cancer

(3) Pathologist—American Board of Pathology—cancer or non-malignant diseases or conditions

(4) Pulmonary Specialist—American Board of Internal Medicine with a subspecialty of pulmonary disease—cancer or non-malignant diseases or conditions

(5) Radiologist—American Board of Radiology—cancer or non-malignant diseases or conditions

(6) Occupational Medicine – American College of Environmental and Occupational Medicine

An Osteopath with an equivalent subspecialty and Certification shall be acceptable as a Qualified Physician.

**EXHIBIT 1 TO CLAIMS RESOLUTION PROCEDURES**  
**December 12, 2002**

Annual Inflation = 2.5%

	Court-Approved Average ALV	2003 Adjusted Average ALV	Inflation	
	All Occupations	All Occupations		
Mesothelioma	\$ 40,629	\$ 43,753		
Lung Cancer	\$ 6,879	\$ 7,408		
Other Cancer	\$ 2,909	\$ 3,133		
Non-Malignant I	\$ 1,781	\$ 1,918		
Non-Malignant II	\$ 900	\$ 969		
Non-Malignant III	\$ 450	\$ 485		
Inflation Factor		1.07689		
	ALV for ERC Minimum ALV—IRC	Baseline ALV IRC	Maximum ALV Extraordinary Claims Only	
	All Occupations	All Occupations	All Occupations	
Factor of Average	50%	100%	400%	
Mesothelioma	\$ 22,500	\$ 45,000	\$ 180,000	
Lung Cancer	\$ 3,750	\$ 7,500	\$ 30,000	
Other Cancer	\$ 1,600	\$ 3,200	\$ 12,800	
Non-Malignant I	\$ 1,000	\$ 2,000	\$ 8,000	
Non-Malignant II	\$ 500	\$ 1,000	\$ 4,000	
Non-Malignant III	\$ 250			

**NOTE:**

Non-Malignant III Claims may only be allowed as Expedited Review Claims ("ERC")

**TRUSTEE RESOLUTIONS  
FOR  
THE NGC BODILY INJURY TRUST**

**WHEREAS**, the United States District Court for the Northern District of Texas, Dallas Division, has entered an order (the "Confirmation Order") confirming that certain Third Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code For Asbestos Claims Management Corporation (with Technical Modifications) dated December 12, 2002 (as modified on April 21, 2003) (the "Plan"); and

**WHEREAS**, the Confirmation Order approved those certain Claims Resolution Procedures attached as Exhibit A to the Plan for the resolution of asbestos claims against Asbestos Claims Management Corporation; and

**WHEREAS**, the Claims Resolution Procedures may be amended pursuant to the provisions of section 2.5 thereof; and

**WHEREAS**, the Trustees, with the consent of the Legal Representative and the NGC Bodily Injury Trust Advisory Committee, have amended the Claims Resolution Procedures on occasions in the past; and

**WHEREAS**, the Trustees have adopted Restated Exposure Policies that they believe are in the best interests of the beneficiaries and the Trust's Claims Resolution Procedures should be amended to accommodate and reflect the policies and terms embodied within the adopted Restated Exposure Policies.

**WHEREAS**, the currently effective Claims Resolution Procedures are the Seventh Amended Claims Resolution Procedures (the "Seventh Amended Claims Resolution Procedures"); and

**WHEREAS**, the Trustees feel it appropriate and necessary to amend the exposure requirements; and

**WHEREAS**, the Trustees, with the consent of the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, have therefore determined that the proposed amendments of the Seventh Amended Claims Resolution Procedures as reflected on **Exhibit A** hereto are necessary and appropriate and that the Seventh Amended Claims Resolution Procedures should be amended as reflected on **Exhibit A** hereto.

**NOW, THEREFORE, IT IS RESOLVED**, that the Seventh Amended Claims Resolution Procedures are hereby amended as reflected on **Exhibit A** hereto and renamed as the Eighth Amended Claims Resolution Procedures.

**IN WITNESS WHEREOF**, the undersigned Trustees of the NGC Bodily Injury Trust have executed these resolutions effective as of November 13, 2013.

”Signature on File”  
Anne N. Foreman

”Signature on File”  
Anne M. Ferazzi

”Signature on File”  
Walter J. Taggart

**CONSENT ACKNOWLEDGED:**

**LEGAL REPRESENTATIVE**

”Signature on File”  
Sander L. Esserman

Dated: \_\_\_\_\_

**NGC BODILY INJURY TRUST ADVISORY  
COMMITTEE**

”Signature on File”  
Russell Budd

Dated: \_\_\_\_\_

”Signature on File”  
Mark Iola

Dated: \_\_\_\_\_

”Signature on File”  
Robert Steinberg

Dated: \_\_\_\_\_

## EXHIBIT A

- **The following sections of the Seventh Amended Claims Resolution Procedures shall be amended by changing “will” to “may”:**

Section 3.14(l), first sentence;

- **Section 3.14(l) of the Seventh Amended Claims Resolution Procedures shall be amended to read in its entirety as follows:**

### **3.14 Required Information**

Unless the Trustees permit otherwise with respect to BI Settlement Claims, all claimants will be required to submit a Claim Form to the NGC Bodily Injury Trust as well as other supporting documentation. Both ER Claim Forms and IR Claim Forms will be developed by the Trustees, after consultation with the NGC Bodily Injury Trust Advisory Committee and the Legal Representative, to result in efficient filing by claimants consistent with the limited distribution to be made to such claimants under these Claims Resolution Procedures. Information requirements for an ER filing or a claim submitted under section 3.4 will constitute a subset of the information required for an IR filing. The information required for the filing of an IR may include, but not be limited to, the following:

- 
- 
- 
- 
- 

- I. In addition to the above information, claimants ~~will~~may be required to provide supporting documentation in the form of**

Death Certificate (if claimant deceased)  
Certificate of Official Capacity (if personal representative is filing form)  
Medical Records supporting the diagnosis of alleged injuries  
Supplemental medical documentation from another trust(s) (discretionary) Proof of ACMC Product exposure supporting the alleged exposure  
W-2 and first page of Form 1040 for last year of full employment (if lost wages are being claimed)  
Social security or other employment records

## 1.b. NGCBIT Claim Form and Instructions

**NGC Bodily Injury Trust**

Submit completed claims to:

**NGC Bodily Injury Trust**  
P. O. Box 1299  
Greenville, Texas 75403-1299  
ngcsubmit@trustservices.org  
www.ngcbitrust.org

**NGCBIT CLAIM FORM**

**Law Firm Code:** \_\_\_\_\_

**Attorney Name:**  
\_\_\_\_\_

**Contact Name:**  
\_\_\_\_\_

**Please indicate the type of claim to be filed on behalf of the Injured Party below.**

**Expedited Review ("ER")**  **Individualized Review ("IR")**

*(If IR is the type of claim chosen above, then Addendum B must be completed.)*

**Part 1: INJURED PARTY INFORMATION**

1.1 Injured Party's Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_

1.2 Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

1.3 Living?  Yes  No If No, Date of Death: \_\_\_\_/\_\_\_\_/\_\_\_\_ **(Provide Death Certificate)**

1.4 If the Injured Party or the Injured Party's estate or heirs has a representative, (the "Claimant Representative"), other than the licensed attorney submitting this claim form, provide the following for the Claimant Representative:

1.4.1 Name: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

1.4.2 Claimant Representative's Capacity (**choose one**):

- Executor / Administrator / Trustee  Guardian
- Attorney-In-Fact  Other (specify): \_\_\_\_\_

**Part 2: ASBESTOS LITIGATION**

Provide the following information if the Injured Party or the estate or heirs of the Injured Party filed an asbestos-related lawsuit that involved the same disease(s) that the Injured Party is asserting as the basis of this claim.

2.1 Court: \_\_\_\_\_ State: \_\_\_\_\_ Case Number: \_\_\_\_\_

2.2 Date filed: \_\_\_\_/\_\_\_\_/\_\_\_\_ 2.3 Current Status:  Pending  Closed

2.4 If Closed, date the Injured Party released the last defendant from the lawsuit: \_\_\_\_/\_\_\_\_/\_\_\_\_

2.5 If ACMC or National Gypsum Company was a named defendant in the lawsuit described above, what was the status of the case against ACMC or National Gypsum Company as of June 16, 2000?

- Pending  Judgment  Dismissed with Prejudice
- Settled  Not Named  Dismissed without Prejudice  
(Date) \_\_\_\_/\_\_\_\_/\_\_\_\_

**(The page(s) of the complaint, petition or cover page filed with the Court that contains the parties named, the Case Number and the date filed with the Court, must be attached.)**

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_



## NGC Bodily Injury Trust

### **Part 5: EXPOSURE TO ASBESTOS**

Complete this part only if the Injured Party's asbestos-related disease is a result of direct asbestos exposure, as opposed to exposure through some other person. If the Injured Party's exposure is through another person, complete Part 6.

#### **Exposure to Any Asbestos Product(s):**

5.1 Provide the following information relating to the Injured Party's exposure of at least 5 years to **any** asbestos product(s). For Mesothelioma claims, provide the following information relating to the Injured Party's exposure to **any** asbestos product(s) which may be less than 5 years.

5.1.1 The Injured Party's first direct asbestos exposure was on \_\_\_\_/\_\_\_\_/\_\_\_\_.

5.1.2 The Injured Party's last direct asbestos exposure was on \_\_\_\_/\_\_\_\_/\_\_\_\_.

#### **Exposure to NGC Asbestos Product(s):**

The Injured Party must have at least 6 months direct exposure on a regular basis to **NGC** asbestos product(s). For Mesothelioma claims, the Injured Party must have exposure to **NGC** asbestos product(s) on a regular basis which may be less than 6 months.

5.2 The Injured Party's most significant direct exposure to **NGC** asbestos product(s) was in the state of \_\_\_\_.

5.3 Type of Exposure:

Occupational: The Injured Party's direct exposure to **NGC** asbestos product(s) was through job-related activities.

Exposure Presumption: The Injured Party's direct exposure to NGC asbestos product(s) is presumed while working in a Presumptive Occupation<sup>1</sup> for at least 5 years.

Avocational: The Injured Party's direct exposure to **NGC** asbestos product(s) was through non-job-related activities. Exposure on an avocational basis will be converted to an equivalent based on full-time occupational exposure. *Sections 5.6 – 5.11 are not applicable for Avocational exposure.*

#### **Sections 5.4 - 5.14 must be completed for each claimed exposure to NGC asbestos product(s).**

##### NGC asbestos product information:

5.4 **NGC** Asbestos Product Code(s): <sup>2</sup> \_\_\_\_\_

5.5 Product Installation Dates: From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

##### Injured Party NGC asbestos product Jobsite information:

5.6 Jobsite: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

5.7 Building Name at Jobsite: \_\_\_\_\_

5.8 Area in building where exposure occurred: \_\_\_\_\_

##### Injured Party Exposure information:

5.9 Employer: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

5.10 Industry Code: <sup>3</sup> \_\_\_\_ If other, specify: \_\_\_\_\_

5.11 Occupation Code: <sup>4</sup> \_\_\_\_ If other, specify: \_\_\_\_\_

5.12 Dates of Injured Party's Exposure to NGC ACM: From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

5.13 Time of Exposure:  During Installation  Post-Installation to Friable NGC ACM  
 During Removal, Rip-Out or Other Disturbance to Non-Friable NGC ACM

5.14 Describe how the Injured Party identified and was exposed to the **NGC** asbestos product(s) as claimed above:

\_\_\_\_\_  
\_\_\_\_\_

The total amount of exposure to **NGC** asbestos product(s) will be a factor in valuing this claim. If the Injured Party had exposure to **NGC** asbestos product(s) in addition to that listed in 5.4 – 5.14 above, complete **Addendum A: Additional Exposure to NGC Asbestos Product(s)**.

<sup>1</sup> Refer to Instructions for Filing a Claim with NGC Bodily Injury Trust for definition of Presumptive Occupation.

<sup>2</sup> Refer to Instructions for Filing a Claim with NGC Bodily Injury Trust, EXHIBIT C, NGC Asbestos Product Codes.

<sup>3</sup> Refer to Instructions for Filing a Claim with NGC Bodily Injury Trust, EXHIBIT B, Industry Codes.

<sup>4</sup> Refer to Instructions for Filing a Claim with NGC Bodily Injury Trust, EXHIBIT A, Occupation Codes.

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_

**NGC Bodily Injury Trust**

**Part 6: EXPOSURE THROUGH AN OCCUPATIONALLY EXPOSED PERSON**

Complete this part only if the Injured Party's asbestos-related disease is a result of asbestos exposure through an Occupationally Exposed Person ("OEP"). Provide the following for each OEP claimed. Copy this page if more than one OEP is claimed.

**Injured Party's Exposure Through OEP:**

6.1 The Injured Party must have 5 years of asbestos exposure (at least 6 months to **NGC** asbestos product(s)) on a regular basis through the OEP identified in 6.3 below. For Mesothelioma claims, the Injured Party must have exposure through the OEP to **NGC** asbestos product(s) which may be less than 6 months.

6.1.1 The Injured Party's first such asbestos exposure through the OEP was on \_\_\_\_/\_\_\_\_/\_\_\_\_.

6.1.2 The Injured Party's last such asbestos exposure through the OEP was on \_\_\_\_/\_\_\_\_/\_\_\_\_.

6.1.3 Describe the Injured Party's asbestos exposure through the OEP that is alleged to be the cause of the Injured Party's asbestos-related disease:

6.2 The Injured Party's most significant exposure to **NGC** asbestos products through the OEP was in the state of \_\_\_\_\_.

**OEP's Exposure to Any Asbestos Product(s):**

6.3 Name of OEP: \_\_\_\_\_

6.4 Provide the following information relating to the OEP's exposure of at least 5 years on a regular basis to **any** asbestos product(s) during the period of exposure in 6.1. For Mesothelioma claims, provide the following information relating to the OEP's exposure to **any** asbestos product(s) during the period of exposure described in 6.1 which may be less than 5 years.

6.4.1 The first such direct occupational asbestos exposure of the OEP on a regular basis, which included the period of exposure in 6.1, first began on \_\_\_\_/\_\_\_\_/\_\_\_\_.

6.4.2 The last such direct occupational asbestos exposure of the OEP on a regular basis, which included the period of exposure in 6.1, ended on \_\_\_\_/\_\_\_\_/\_\_\_\_.

**OEP's Exposure to NGC Asbestos Product(s):**

The OEP must have at least 6 months direct occupational exposure on a regular basis to **NGC** asbestos product(s). For Mesothelioma claims the OEP must have exposure to **NGC** asbestos product(s) which may be less than 6 months.

**NGC asbestos product information:**

6.5 **NGC** Asbestos Product Code(s):<sup>1</sup> \_\_\_\_\_

6.6 Product Installation Dates: From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

**OEP NGC asbestos product Jobsite information:**

6.7 Jobsite: \_\_\_\_\_ City: \_\_\_\_\_ State: \_

6.8 Building Name at Jobsite: \_\_\_\_\_

6.9 Area in building where exposure occurred: \_\_\_\_\_

**OEP Exposure information:**

6.10 Employer: \_\_\_\_\_ City: \_\_\_\_\_ State: \_

6.11 Industry Code:<sup>2</sup> \_\_\_\_ If other, specify: \_\_\_\_\_

6.12 Occupation Code:<sup>3</sup> \_\_\_\_ If other, specify: \_\_\_\_\_

6.13 Dates of OEP's Exposure to NGC ACM: From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

6.14 Time of Exposure:  During Installation  Post-Installation to Friable NGC ACM  
 During Removal, Rip-Out or Other Disturbance to Non-Friable NGC ACM

6.15 Describe how the OEP identified and was exposed to the **NGC** asbestos product(s) as claimed above:  
\_\_\_\_\_  
\_\_\_\_\_

The total amount of exposure to **NGC** asbestos product(s) will be a factor in valuing this claim. If the EOEP had exposure to **NGC** asbestos product(s) through the OEP in addition to that listed in 6.5 – 6.15 above, complete **Addendum A: Additional Exposure to NGC Asbestos Product(s)**.

<sup>1</sup> Refer to Instructions for Filing a Claim with NGC Bodily Injury Trust, EXHIBIT C, NGC Asbestos Product Codes.

<sup>2</sup> Refer to Instructions for Filing a Claim with NGC Bodily Injury Trust, EXHIBIT B, Industry Codes.

<sup>3</sup> Refer to Instructions for Filing a Claim with NGC Bodily Injury Trust, EXHIBIT A, Occupation Codes.

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_

**NGC Bodily Injury Trust**

**Part 7: EXPOSURE AND CLAIM FORM CERTIFICATION**

7.1 The Injured Party, the Claimant Representative, or an Attorney, by executing the EXPOSURE AND CLAIM FORM CERTIFICATION below, submits this claim form and attaches one or more of the documents checked below as Proof of Exposure.

- Injured Party Affidavit
- Claimant Representative Affidavit
- Social Security Printout or other Service Records
- Answers to Interrogatories with verification page. Submit pertinent page(s).
- Deposition Transcript with cover page(s). Submit pertinent page(s).
- Co-worker Affidavit
- Verified Work History

7.2 This claim is certified by: (check one)

- The Injured Party
- The Claimant Representative

I, \_\_\_\_\_, certify, under penalty of perjury, that I am authorized to file this Claim Form and I have reviewed the information submitted on this claim form, together with all documents submitted in support of this claim, which to the best of my knowledge are true, accurate and complete.

\_\_\_\_\_  
*Signature of Injured Party or Claimant Representative*

\_\_\_\_\_  
*Printed name*

**OR**

- The Attorney authorized to file this Claim Form

The undersigned certifies, under penalty of perjury, as follows: I am authorized to file this Claim Form; I, or other trained personnel within my firm, have reviewed the information submitted on this Claim Form and all documents submitted in support of this claim; and to the best of my knowledge, based on policies and procedures adopted and implemented by my firm concerning claims processing, the information submitted is true, accurate and complete, and/or the information is included within the claimant's file and is derived from information provided by the claimant, one or more of the claimant's co-workers or the claimant's medical experts.

\_\_\_\_\_  
*Signature of Attorney*

\_\_\_\_\_  
*Printed name*

**Part 8: ATTORNEY CERTIFICATION AND WARRANTY OF CLAIMANT REPRESENTATIVE'S AUTHORITY**

**This section must be executed by the Attorney only if (i) the Injured Party has a Claimant Representative and (ii) the Affidavit & Indemnity establishing the Claimant Representative's capacity is not submitted with this claim form.<sup>1</sup>**

The Attorney certifies and warrants that this claim is filed on behalf of the Injured Party by the Claimant Representative and that the Claimant Representative is authorized by law to file this claim on behalf of the Injured Party.

\_\_\_\_\_  
*Signature of Attorney*

\_\_\_\_\_  
*Printed name*

<sup>1</sup> The Affidavit & Indemnity form may be obtained from the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), or by request from the NGCBIT Claims Facility.

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_

**NGC Bodily Injury Trust**

**Claim Form Addendum A:  
Additional Exposure to NGC Asbestos Product(s)**

Provide the following information relating to the Injured Party's exposure to NGC asbestos product(s) in addition to that claimed in Part 5 Exposure to Asbestos and/or Part 6: Exposure through an Occupationally Exposed Person. Refer to Part 5 or Part 6, as applicable, for instructions when completing each record. Copy this page for additional exposure records.

For:  Injured Party  OEP that exposed Injured Party (*Exposure Presumption & Avocational not applicable to OEP*)

Type of Exposure:  Occupational  Exposure Presumption<sup>1</sup>  Avocational

NGC asbestos product information:

**NGC** Asbestos Product Code(s):<sup>2</sup> \_\_\_\_\_

Product Installation Dates: From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Injured Party NGC asbestos product Jobsite information:

Jobsite: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Building Name at Jobsite: \_\_\_\_\_

Area in building where exposure occurred: \_\_\_\_\_

Injured Party Exposure information:

Employer: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Industry Code:<sup>3</sup> \_\_\_\_ If other, specify: \_\_\_\_\_

Occupation Code:<sup>4</sup> \_\_\_\_ If other, specify: \_\_\_\_\_

Dates of Injured Party's Exposure to NGC ACM: From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Time of Exposure:  During Installation  Post-Installation to Friable NGC ACM

During Removal, Rip-Out or Other Disturbance to Non-Friable NGC ACM

Describe how the Injured Party identified and was exposed to the **NGC** asbestos product(s) as claimed above:

\_\_\_\_\_  
\_\_\_\_\_

For:  Injured Party  OEP that exposed Injured Party (*Exposure Presumption & Avocational not applicable to OEP*)

Type of Exposure:  Occupational  Exposure Presumption<sup>1</sup>  Avocational

NGC asbestos product information:

**NGC** Asbestos Product Code(s):<sup>2</sup> \_\_\_\_\_

Product Installation Dates: From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Injured Party NGC asbestos product Jobsite information:

Jobsite: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Building Name at Jobsite: \_\_\_\_\_

Area in building where exposure occurred: \_\_\_\_\_

Injured Party Exposure information:

Employer: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Industry Code:<sup>3</sup> \_\_\_\_ If other, specify: \_\_\_\_\_

Occupation Code:<sup>4</sup> \_\_\_\_ If other, specify: \_\_\_\_\_

Dates of Injured Party's Exposure to NGC ACM: From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Time of Exposure:  During Installation  Post-Installation to Friable NGC ACM

During Removal, Rip-Out or Other Disturbance to Non-Friable NGC ACM

Describe how the Injured Party identified and was exposed to the **NGC** asbestos product(s) as claimed above:

\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> Refer to Instructions for Filing a Claim with NGC Bodily Injury Trust for definition of Presumptive Occupation.

<sup>2</sup> Refer to Instructions for Filing a Claim with NGC Bodily Injury Trust, EXHIBIT C, NGC Asbestos Product Codes.

<sup>3</sup> Refer to Instructions for Filing a Claim with NGC Bodily Injury Trust, EXHIBIT B, Industry Codes.

<sup>4</sup> Refer to Instructions for Filing a Claim with NGC Bodily Injury Trust, EXHIBIT A, Occupation Codes.

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_

**NGC Bodily Injury Trust**

**Claim Form Addendum B:  
Factors Worksheet**

**Part B1: DEPENDENT INFORMATION**

B1.1 The Injured Party has a total of \_\_\_\_\_ dependents.

*(The NGC Bodily Injury Trust Claimed Dependents Form must be completed in the event (1) more than 2 dependents are claimed for an injured party over 60 years old at the time of filing or (2) more than 4 dependents are claimed. The form may be obtained from the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), or by request from the NGCBIT Claims Facility.)*

**Part B2: SMOKING HISTORY**

B2.1 At the time this claim is filed, the Injured Party (**choose one**):

Never Smoked     Formerly Smoked     Currently Smokes

If **Formerly Smoked or Currently Smokes** is checked, the following **must** be provided:

How many years? \_\_\_\_\_ Average number of packs a day? \_\_\_\_\_ Date last smoked? \_\_\_/\_\_\_/\_\_\_

**Part B3: MEDICAL AND BURIAL EXPENSES**

If the Injured Party is claiming medical and burial expenses exceeding \$100,000, net of reimbursements and insurance, directly attributable to the claimed asbestos-related disease, documentation must be submitted substantiating the entire amount of the claimed expenses, including reimbursements and unreimbursed, out-of-pocket expenses. Undocumented or incomplete items will not be considered.

B3.1 Medical Expenses:

Total expenses, net of reimbursements and insurance, as of the date this claim is filed: \$ \_\_\_\_\_

B3.2 Burial Expenses: (if applicable)

Total expenses, net of reimbursement and insurance, as of the date this claim is filed: \$ \_\_\_\_\_

**Part B4: ECONOMIC LOSS**

Economic losses are defined as lost wages and earnings directly attributable to the claimed asbestos-related disease. If the Injured Party is claiming Economic Losses exceeding \$200,000, documentation must be submitted substantiating the entire amount of the claimed losses commencing on the date of diagnosis to the date determined by the Social Security Administration that the claimant would be eligible for full benefits. Documentation must also include Social Security Administration Report of Earnings covering the period from diagnosis until the claim is filed.

B4.1 Gross economic loss:

Total loss as of the date this claim is filed: \$ \_\_\_\_\_

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST [November 18, 2013]

## GENERAL INSTRUCTIONS

These Instructions apply to the Expedited Review Claim (“ERC”) and Individualized Review Claim (“IRC”) elections described in the Claims Resolution Procedures (“CRP”) governing the NGC Bodily Injury Trust (the “NGCBIT”).

Under ERC review, Asbestos Claims, if valid, are resolved and paid faster, and the claim process is less demanding than the Individualized Review Claim (“IRC”) process. The payments for ERC Injured Parties with allowed claims will be determined based on the court-approved values for each category of disease. These are approximately 50% of the historical settlement averages of Asbestos Claims Management Corporation, formerly known as National Gypsum Company, (“ACMC/NGC”) in the tort system and 50% of the Base Value of an allowed IRC. Injured Parties with allowed ERC claims will receive a single cash payment equal to the Allowed Liquidated Value (“ALV”) times the Payment Percentage in effect when the claim is allowed.

Under IRC review, more complex claims are resolved based on historical settlement averages of Asbestos Claims Management Corporation, formerly known as National Gypsum Company, (“ACMC/NGC”) in the tort system. The individualized and detailed examination of each IRC requires greater time and effort than each Expedited Review Claim (“ERC”), and for this reason all IRCs will be processed and paid after ERCs that are filed at the same time. The Baseline Allowed Liquidated Value (“ALV”) of an IRC, as approved by the bankruptcy court acting in ACMC’s chapter 11 case, is greater than the ALV of an ERC with identical facts; however, the proof required to demonstrate a claimant’s entitlement to an IRC allowance is greater than the proof required to demonstrate a claimant’s entitlement to the ERC value of that same claim. An IRC for a particular disease may be allowed at an ALV that may range from the ERC value for such disease to an amount that is approximately twice the Baseline ALV for that disease, or it may be disallowed entirely if the criteria for allowance of an IRC is not satisfied. To determine the appropriate ALV for a particular IRC, and therefore whether the allowed ALV for such claim should be higher or lower than the Baseline ALV, the NGCBIT will consider a submitted IRC in light of the key factors that historically impacted the amount paid by ACMC/NGC to resolve claims with similar characteristics in the tort system. This claim form provides the NGCBIT with the information necessary to properly evaluate these factors.

Once an ALV has been established for an IRC, the allowed claim will be paid on the timetable and in the percentage described on page 18 of these Instructions. Please consult page 17 for further information about payment of an allowed claim.

In these NGCBIT claim forms and instructions, the asbestos-containing materials supplied or manufactured by the National Gypsum Company, and allegedly the cause of the claims against ACMC/NGC, are referred to as “NGC asbestos products”.

Licensed attorneys may submit Claim Forms on behalf of their clients either in paper format or in electronic format. To submit Claim Forms, attorneys must first complete the Law Firm Registration process. Attorneys may access and submit the Law Firm Registration electronically by completing the form found on the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), or alternatively, by requesting and submitting a written Law Firm Registration form to the NGCBIT claims professional named in the Contact Us section of these Instructions. See page 20. After the Law Firm Registration has been completed by the attorney and verified by the NGCBIT, the attorney will be able to set up additional attorneys and contacts for the firm. The attorney, or the specified contact person, may then access Claim Forms through the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), and file such forms either in paper format or in electronic format. To identify the filing law firm, the law firm will select the attorney and the contact for each claim filed. The paper form may be copied for use on behalf of additional claimants.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

*Pro Se* claimants may submit a Claim Form. *Pro Se* claimants (or the representatives of such claimants) are not represented by an attorney who has completed the Law Firm Registration. *Pro Se* claimants must complete a paper claim form. Electronic filing is not available for *Pro Se* claimants. The heading of the claim form for *Pro Se* claimants will include the words “Pro Se Only”. This Pro Se Only Claim Form may be obtained upon written request to the NGCBIT claims professional named in the Contact Us section of these Instructions. See page 20. Certain sections of these Instructions are not applicable for *Pro Se* claimants. These are noted as follows: “*Not Applicable for Pro Se Claimants*”. *Pro Se* claimants should ignore these inapplicable sections of the Instructions.

## What Form Should I Use?

The NGCBIT only has one claim form for both ERC and IRC claims. Attorneys who have completed the Law Firm Registration, and who represent claimants suffering from an asbestos-related disease as a result of exposure to NGC asbestos products, should use the NGCBIT Claim Form. It must be indicated whether the claim is an ERC or IRC in the box located on the first page of the claim form. If IRC is the type of claim chosen, then Addendum B: Factors Worksheet must be completed. Any supporting documentation pertaining to the questions asked on Addendum B must also be provided. The *Pro Se* claimants suffering from an asbestos-related disease as a result of exposure to NGC asbestos products should use the NGCBIT Claim Form *Pro Se Only*.

An Injured Party **must submit** the appropriate, fully completed Claim Form, including all supporting information referenced in the form. Any Claim Form that is not complete when filed, or is missing any of the required supporting information, may be considered “incomplete” and subject to rejection unless the missing information or documents are provided in 365 days. The party submitting a Claim Form will be given notice of any deficiency by the NGCBIT and an opportunity to cure such deficiency.

## Whom Do I Contact for Assistance?

For a complete list of contacts, with telephone numbers and e-mail addresses see the Contact Us section of these Instructions on page 20.

## How to Qualify for a Settlement Offer:

To submit a valid bodily injury claim, an Injured Party **must provide**:

- a completed Claim Form; accompanied by
- supporting medical evidence diagnosing the Injured Party with a compensable disease in accordance with Section 3.11 Medical Proof of the NGCBIT CRP;
- exposure evidence supporting the Injured Party’s exposure to **NGC** asbestos products; and
- any other supporting documentation indicated in these Claim Form Instructions.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## DETAILED INSTRUCTIONS FOR COMPLETION OF CLAIM FORM

### Claim Form – Part 1: INJURED PARTY INFORMATION

#### Section 1.1:

Provide the name, home address and social security number of the Injured Party for whom the claim is being filed. A *Pro Se* claimant must also include the Injured Party's daytime phone number. If the Injured Party is deceased, a home address and telephone number are not required.

#### Section 1.2:

Provide the Injured Party's Date of Birth.

#### Section 1.3:

Indicate whether the Injured Party is living by checking "Yes" or "No." If the Injured Party is not living, provide the Injured Party's Date of Death. The death certificate must be provided if the Injured Party is deceased.

#### Section 1.4:

If the Injured Party or the Injured Party's estate or heirs have a representative (the "Claimant Representative"), provide the Claimant Representative's name, address, and capacity (Executor, Attorney-in-Fact, Guardian, etc.) along with documentation that grants the Claimant Representative the authority to act on behalf of the Injured Party. This information must be provided even if the Claim Form is submitted by an attorney who has completed the Law Firm Registration.

*Pro Se* claimants must also provide the daytime phone number of the Claimant Representative, the Claimant Representative's relationship to the Injured Party (spouse, child, etc.); and documentation that grants the Claimant Representative the authority to act on behalf of the Injured Party.

### Claim Form - Part 2: ASBESTOS LITIGATION

Complete Sections 2.1 through 2.5 **only** if an asbestos personal injury lawsuit has been filed on behalf of the Injured Party or the estate or heirs of the Injured Party. The page(s) of the complaint, petition or cover page filed with the Court that contains the parties named, the Case Number and the date filed with the Court, **must be provided**. Please note that Sections 2.1, 2.2, 2.3 and 2.4 require information about any asbestos personal injury lawsuit even if it does not name ACMC/NGC. Section 2.5 is specific to asbestos personal injury lawsuits filed against ACMC/NGC.

This Asbestos Litigation information is important for properly determining the tolling period for the applicable Statute of Limitations.

#### Section 2.1:

Provide the name of the court, the state in which the Injured Party's lawsuit was filed and the case number of the lawsuit.

#### Section 2.2:

Provide the date the lawsuit was filed.

#### Section 2.3:

Check the appropriate box indicating the current status of the Injured Party's lawsuit.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## Section 2.4:

If the lawsuit has been concluded, provide the date the Injured Party released the last defendant from the lawsuit.

## Section 2.5:

If ACMC/NGC was a named defendant in the lawsuit described in Section 2.1, check the appropriate box identifying the status of the case against ACMC/NGC as of June 16, 2000. If the status "Dismissed without Prejudice" is checked, the date the suit was dismissed **must be provided**. If ACMC/NGC was not named, check "Not Named."

## **EVIDENCE REQUIRED TO ESTABLISH A COMPENSABLE ASBESTOS-RELATED DISEASE**

### **Claim Form - Part 3: MEDICAL HISTORY**

#### Section 3.1:

Provide the date of diagnosis for each disease claimed. The required medical documentation for each disease claimed **must be provided**.

**The NGCBIT Claims Resolution Procedures ("CRP") requires the submission of the following information to establish a compensable disease:**

#### **Medical Criteria**

An Injured Party submitting a claim to meet the Medical Criteria required for an allowed claim, **must**:

- (i) Provide a medical report from a Qualified Physician diagnosing an asbestos-related injury and additional proof, dependent upon the injury alleged, **AND**
- (ii) Demonstrate that at least 10 years elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis of an asbestos-related injury, **AND**
- (iii) Depending upon the asbestos-related disease alleged, meet the requirements listed for that disease in paragraph a. through f. below.

#### **a. Mesothelioma**

- (i) Diagnosis by a Qualified Physician referencing pathological findings of a board-certified pathologist of a malignant tumor caused or contributed to by exposure to asbestos originating in the mesothelia cells of the pleura, peritoneum or like tissue, **OR**
- (ii) a reasonably equivalent clinical diagnosis by a Qualified Physician in the absence of adequate tissue for pathological diagnosis.

#### **b. Lung Cancer**

- (i) Diagnosis by a Qualified Physician of a malignant primary bronchogenic tumor of any cell type caused or contributed to by exposure to asbestos.
- (ii) To qualify for compensation under this category, an Injured Party must demonstrate the existence of primary asbestos-related cancer of the lung and provide evidence related to **ONE** of the following criteria:

## INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

- (1) Demonstration by medical report of the existence of **ONE** of the following:
  - (a) Bilateral interstitial lung disease, **OR**
  - (b) Unilateral pleural disease (plaques or thickening) of at least ILO Grade B in the absence of any other clinical explanation or bilateral pleural disease (thickening or plaques), **OR**
  - (c) Pathological evidence of asbestos; **OR**
- (2) Demonstration of at least ten (10) years of exposure to asbestos-containing materials in employment regularly requiring work in the immediate area of visible dust.

### c. Other Cancer

- (i) Diagnosis by a Qualified Physician of a malignant primary tumor of the colon, larynx, esophagus, pharynx, stomach or rectum caused or contributed to by exposure to asbestos; **AND**
- (ii) Demonstration, by a clinical or pathological medical report that meets the criteria for Non-Malignant I or Non-Malignant II, that the Injured Party has either a Non-Malignant I or Non-Malignant II disease.

### d. Non-Malignant I

Qualification as a Non-Malignant I allowed claim requires a diagnosis of a Non-Malignant I qualifying disease by a Qualified Physician based on **ONE** of the following:

- (i) Asbestosis I-A diagnosis requires **ONE** of the following:
  - (1) In the case of a deceased Injured Party, a diagnosis by or referencing a finding of a physician who is board-certified in the field of pulmonology or pathology that an asbestos-related disease was a substantial contributing cause of death,
  - (2) In the case of either a living or deceased Injured Party, a diagnosis requiring:
    - (a) A certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of ILO Grade 2/1 or greater, **AND**
    - (b) Pulmonary function testing that shows evidence of lung capacity of 70% or less based on acceptable measurements of FVC or TLC.
- (ii) Asbestosis I-B diagnosis requires **ONE** of the following minimum objective criteria:
  - (1) A certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of ILO Grade 1/0 or greater; **AND**  
Pulmonary function testing that shows **ONE** of the following:
    - (a) FVC < 80% of predicted with FEV<sub>1</sub>/FVC ≥ 72% (actual value) [65% if ≥ 68 years old]; **OR**
    - (b) TLC < 80% of predicted; **OR**

## INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

- (c)  $FEV_1/FVC \geq 72\%$  (actual value) [65% if  $\geq 68$  years old] with DLCO  $< 76\%$  of predicted, **OR**
  - (d)  $FVC \leq 80\%$  of predicted with bilateral basilar crackles, in the absence of any other clinical explanation.
- (2) A statement by a board-certified pathologist that more than one representative section of lung tissue otherwise uninvolved with any other process (e.g., cancer or emphysema) demonstrates bilateral interstitial fibrosis or a pattern of peribronchiolar or parenchymal scarring in the presence of characteristic asbestos bodies.
- (iii) Diffuse Pleural Thickening I requires:
- (1) A certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of ILO Grade B-2 or C-I or higher; **AND**
  - (2) Pulmonary function testing that shows **ONE** of the following:
    - (a)  $FVC < 80\%$  of predicted with  $FEV_1/FVC \geq 72\%$  (actual value) [65% if  $\geq 68$  years old]; **OR**
    - (b)  $TLC < 80\%$  of predicted.

### e. Non-Malignant II

Qualification as a Non-Malignant II allowed claim requires a diagnosis of a Non-Malignant II qualifying disease by a Qualified Physician based on **ONE** of the following:

- (i) Asbestosis II requires a certified B-reader report or report from a Qualified Physician of chest x-rays showing small irregular opacities of International Labor Organization (“ILO”) Grade 1/0 or greater for an Injured Party who does not meet the pulmonary function testing requirement of Asbestosis I, **OR**
- (ii) Pleural Thickening II requires a certified B-reader report or report from a Qualified Physician of chest x-rays of ILO Grade B-2 or C-I or higher for an Injured Party who does not meet the pulmonary function testing requirement of Pleural Thickening I.

### f. Non-Malignant III

**Non-Malignant III claims may only be filed as an ERC.**

Qualification as a Non-Malignant III allowed claim requires a diagnosis of a Non-Malignant III qualifying condition by a Qualified Physician based on a certified B-reader report that demonstrates **ONE** of the following:

- (i) Fibrosis III requires a certified B-reader report or report from a Qualified Physician of chest x-rays that demonstrates an asbestos-caused abnormality that is less than International Labor Organization (“ILO”) Grade 1/0; **OR**
- (ii) Pleural Changes III requires documentation of bilateral pleural condition (plaques or thickening) diagnosed on the basis of x-ray, Computed Tomography (“CT”) scan, HRCT scan or pathological evidence.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## Claim Form - Part 4: MESOTHELIOMA INFORMATION

If Mesothelioma is the disease claimed, Section 4.1 must be completed.

### Section 4.1:

Check the appropriate box identifying the percentage of the Injured Party's exposure to **NGC** asbestos product(s) as compared to total exposure to **all** asbestos product(s).

If the percentage of the Injured Party's exposure to **NGC** asbestos product(s) is more than 25%, provide a list of all co-defendants and the respective percentage of exposure for each, or provide other evidence to support the higher percentage of exposure to **NGC** asbestos product(s). Other evidence could include deposition testimony, trial testimony, answers to interrogatories, or specific affidavit testimony.

### EVIDENCE REQUIRED TO ESTABLISH EXPOSURE TO ASBESTOS:

The Injured Party submitting a Non-Mesothelioma claim must demonstrate a minimum of 5 years exposure on a regular basis to **any** asbestos-containing product(s), including at least 6 months of exposure on a regular basis to asbestos-containing product(s) supplied or manufactured by **NGC**. The Injured Party submitting a Mesothelioma claim must demonstrate exposure on a regular basis to asbestos-containing product(s) supplied or manufactured by **NGC** which may be less than 6 months.

For all claims, this exposure could have occurred while the exposed person was engaged in carrying out occupational (job-related) responsibilities or avocational (non-job-related) pursuits or, in the case of a spouse or household member of a person having such exposure, as secondary exposure to such person. The exposure must have occurred in proximity to where the exposed person actually worked or, in the case of avocational exposure, in proximity to where the avocational pursuits were performed. An Injured Party claiming secondary exposure must demonstrate equivalent exposure to an occupationally exposed person. Please refer to the Restated Exposure Policies documents (as revised November 18, 2013) for details regarding the exposure requirements.

If the Injured Party is deceased or incompetent, the Claimant Representative, through an affidavit and supporting documentation, may satisfy the exposure requirement by providing proof that the Injured Party was exposed to asbestos or asbestos-containing products and worked in one of the Presumptive Occupations for at least five (5) years on a regular basis. The Presumptive Occupations are Acoustics Worker (code 1), Drywaller/Sheetrocker (code 23), Lather (code 42) and Plasterer (code 61). Please refer to the Restated Exposure Policies documents (as revised November 18, 2013) for details regarding this presumption.

If the exposure requirements are not met, the claim will be determined to be deficient and will be disallowed unless the deficiency is cured. The party submitting a complete Claim Form will be given notice of any deficiency by the NGCBIT and an opportunity to cure such deficiency.

## Claim Form - Part 5: EXPOSURE TO ASBESTOS

This part **must be completed** only if the Injured Party's asbestos-related disease is a result of direct asbestos exposure, as opposed to exposure through some other person. If the Injured Party's exposure is through another person, complete Part 6: EXPOSURE THROUGH AN OCCUPATIONALLY EXPOSED PERSON.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## Exposure to Any Asbestos Product(s):

### Section 5.1:

Provide the following information relating to the Injured Party's exposure of at least 5 years to **any** asbestos product(s) on a regular basis. For Mesothelioma claims, provide the following information relating to the Injured Party's exposure to **any** asbestos product(s) on a regular basis which may be less than 5 years.

### Section 5.1.1:

Provide the Injured Party's date of first direct exposure to **any** asbestos product(s), not exclusively to **NGC** asbestos product(s).

### Section 5.1.2:

Provide the Injured Party's date of last direct exposure to **any** asbestos product(s), not exclusively to **NGC** asbestos product(s).

## Exposure to NGC Asbestos Product(s):

The Injured Party must have at least 6 months direct exposure on a regular basis to **NGC** asbestos product(s). For Mesothelioma claims the Injured Party must have exposure to **NGC** asbestos product(s) on a regular basis which may be less than 6 months.

### Section 5.2:

Provide the State in which the Injured Party had the most significant exposure to **NGC** asbestos product(s).

### Sections 5.3 – 5.14:

Provide the following information relating to the Injured Party's direct exposure to **NGC** asbestos product(s) while performing job-related or avocational duties. Occupational exposure is defined as exposure through job-related activities. Avocational exposure is defined as exposure through non-job related activities. Exposure on an avocational basis will be converted to an equivalent based on full-time occupational exposure. *Please note sections 5.6 - 5.11 do not apply to avocational exposure.*

### Section 5.3:

Check the appropriate box indicating the Type of Exposure: Occupational, Exposure Presumption or Avocational from which the Injured Party was exposed to **NGC** asbestos product(s). More than one type of exposure should not be combined into one exposure record. For additional exposure records, please complete **Addendum A: Additional Exposure to NGC Asbestos Product(s)**. The Addendum may be obtained by contacting the Facility or downloading it from the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org).

Sections 5.4 – 5.14 must be completed for each claimed exposure to NGC asbestos product(s).

## Exposure to NGC Asbestos Product:

### Section 5.4:

Provide the code for the **NGC** asbestos product to which the Injured Party was exposed while working at the jobsite named in 5.6. Refer to Exhibit C of these Instructions or the Documents page on the NGC website ([www.ngcbitrust.org](http://www.ngcbitrust.org)) for a complete list of the NGC ACM product codes. If the Injured Party was exposed to more than one **NGC** asbestos product, Sections 5.4 – 5.14 will need to be completed for each NGC ACM product.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## Section 5.5:

Provide specific dates of the installation of the claimed **NGC** asbestos product at the jobsite named in 5.6.

## **Injured Party NGC Asbestos Product Jobsite Information:**

### Section 5.6:

Provide the jobsite, city and state where the Injured Party worked when exposed to the claimed **NGC** asbestos product. *This section is not applicable for avocational exposure.*

### Sections 5.7 and 5.8:

Provide the name of the building, at the jobsite named in 5.6, where the Injured Party was exposed to the claimed **NGC** asbestos product. The name, number or other designation of the specific building should be provided when the jobsite has more than one building. In addition, the area within the specific building should be provided when the Injured Party was exposed to the claimed **NGC** asbestos product after completion of the original construction of the building and i) the building has multiple uses (for example, office and manufacturing) or limited access (a multi-tenant office building), or (ii) there is a new installation of **NGC** asbestos product in the building after the original construction. *This section is not applicable for avocational exposure.*

## **Injured Party Exposure Information:**

### Section 5.9:

Provide the name of the employer for whom the Injured Party worked when exposed to the claimed **NGC** asbestos product at the jobsite specified in 5.6. *This section is not applicable for avocational exposure.*

### Section 5.10:

Provide the code for the industry in which the Injured Party worked when exposed to the claimed **NGC** asbestos product at the jobsite specified in 5.6. Refer to Exhibit B of these Instructions for a complete list of the industry codes. If "20 – Other" from Exhibit B is chosen, a description of the industry **must be specified** in the space provided. *This section is not applicable for avocational exposure.*

### Section 5.11:

Provide the code for the occupation in which the Injured Party worked when exposed to the claimed **NGC** asbestos product while working at the jobsite named in 5.6. Refer to Exhibit A of these Instructions for a complete list of the occupation codes. If "84 – Other" from Exhibit A is chosen, a description of the occupation **must be specified** in the space provided. *This section is not applicable for avocational exposure.*

### Section 5.12:

Provide the period during which the Injured Party was exposed to the claimed **NGC** asbestos product while working at the jobsite named in 5.6.

### Section 5.13:

Check the appropriate box indicating the Time of Exposure which is when the Injured Party was exposed to the claimed **NGC** asbestos product at the jobsite named in 5.6. The Injured Party's time of exposure should be (i) During Installation which is exposure to the a **NGC** asbestos product during the period of installation of that **NGC** asbestos product; (ii) Post-Installation to Friable **NGC** ACM which is exposure to a

## INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

Friable NGC asbestos product after it was installed and through 1981; **or** (iii) During Removal, Rip-out or Other Disturbance to Non-Friable NGC ACM which is exposure to a NGC asbestos product during removal, rip-out or other disturbance after installation through 1981. For each Time of Exposure, installation of the claimed **NGC** asbestos product must be established at the jobsite named in 5.6.

### Section 5.14:

Provide a description of how the Injured Party identified and was exposed to the claimed **NGC** asbestos product while working at the jobsite named in 5.6 during the claimed Time of Exposure.

The total amount of exposure to **NGC** asbestos product(s) will be a factor in valuing the Injured Party's **IRC**. If the Injured Party had exposure to **NGC** asbestos product(s) in addition to that claimed in 5.3 – 5.14, complete **Addendum A: Additional Exposure to NGC Asbestos Product(s)** for additional jobsites. For each additional claimed jobsite, Time of Exposure, installation of the claimed **NGC** asbestos product and other required information must be established. The Addendum may be obtained by contacting the Facility or downloading from the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org).

### **Claim Form - Part 6: EXPOSURE THROUGH AN OCCUPATIONALLY EXPOSED PERSON**

This part **must be completed** only if the Injured Party is claiming that his/her asbestos-related disease is a result of asbestos exposure through an Occupationally Exposed Person ("OEP"). If the Injured Party is also claiming that his/her asbestos-related disease is a direct result of his/her own occupational exposure, then Part 5: EXPOSURE TO ASBESTOS of the Claim Form **must also be completed** to reflect that occupational exposure. If the Injured Party claims to have been exposed to asbestos product(s) through more than one OEP, the Injured Party **must complete** a separate Part 6 for each OEP. Please copy the page if additional OEPs are claimed.

For Non-Mesothelioma claims, an Injured Party, claiming exposure through an OEP, must demonstrate at least 5 years of asbestos exposure on a regular basis through the OEP. The Injured Party must also establish that the OEP would satisfy the exposure requirements that would be applicable if the OEP filed a claim with the NGCBIT, including the requirement that the OEP has been exposed for at least six months to **NGC** asbestos product(s) on a regular basis. For Mesothelioma claims, an Injured Party, claiming exposure through an OEP, must demonstrate exposure to **NGC** asbestos product(s) on a regular basis which may be less than 6 months. The OEP's exposure to **NGC** asbestos product(s) must have occurred within the same time frame that the Injured Party was exposed through the OEP. Provide the following information to enable the NGCBIT to determine whether these requirements are satisfied.

### Section 6.1:

The Injured Party must have at least 5 years exposure on a regular basis to **any** asbestos product(s) (at least 6 months to **NGC** asbestos product(s)) through the OEP identified in 6.3. For Mesothelioma claims, the Injured Party must have exposure through the OEP to **NGC** asbestos product(s) on a regular basis which may be less than 6 months.

### Section 6.1.1:

Provide the Injured Party's date of first asbestos exposure, through the OEP, to **any** asbestos product(s), not exclusively to **NGC** asbestos product(s).

### Section 6.1.2:

Provide the Injured Party's date of last asbestos exposure, through the OEP, to **any** asbestos product(s), not exclusively to **NGC** asbestos product(s).

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## Section 6.1.3:

Provide a description of the Injured Party's asbestos exposure, through the OEP, that is alleged to be the cause of the Injured Party's asbestos-related disease.

## Section 6.2:

Provide the State in which the Injured Party had the most significant exposure to **NGC** asbestos product(s) through the OEP.

### **OEP's Exposure to Any Asbestos Product(s):**

The OEP must have at least 5 years exposure on a regular basis to **any** asbestos product(s) (at least 6 months exposure to **NGC** asbestos product(s)). Provide the following information for which the OEP claims exposure to **any** asbestos product(s).

## Section 6.3:

Provide the name of the OEP who exposed the Injured Party to **any** asbestos product(s).

## Section 6.4:

Provide the following information relating to the OEP's exposure of at least 5 years on a regular basis to **any** asbestos product(s) during the period of exposure in 6.1. The Injured Party's answers to these questions must include information about the circumstances under which the OEP was exposed to **any** asbestos product(s) during the time period in which the Injured Party was exposed, through the OEP, as reflected in the Injured Party's response to Section 6.1.

### Section 6.4.1:

Provide the date for which the OEP's direct occupational asbestos exposure on a regular basis, which includes the period of exposure in 6.1, first began.

### Section 6.4.2:

Provide the date for which the OEP's direct occupational asbestos exposure on a regular basis, which includes the period of exposure in 6.1, last occurred.

### **OEP's Exposure to NGC Asbestos Product(s):**

The OEP must have at least 6 months direct occupational exposure on a regular basis to **NGC** asbestos product(s). For Mesothelioma claims, the OEP must have exposure to **NGC** asbestos product(s) on a regular basis which may be less than 6 months. Provide the following information for which the OEP claims exposure to **NGC** asbestos product(s).

## Sections 6.5 – 6.15:

Provide the following information relating to the OEP's direct exposure to **NGC** asbestos product(s) while performing job-related duties. The Injured Party's answers to these questions must explain where, when and how, during the Injured Party's exposure period to the OEP as reflected in Section 6.1, the OEP was exposed to **NGC** asbestos product(s) on a regular basis.

Sections 6.5 – 6.15 must be completed for each claimed exposure to NGC asbestos product(s).

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## **Exposure to NGC Asbestos Product:**

### Section 6.5:

Provide the code for the **NGC** asbestos product to which the OEP was exposed while working at the jobsite named in 6.7. Refer to Exhibit C of these Instructions or the Documents page on the NGC website ([www.ngcbitrust.org](http://www.ngcbitrust.org)) for a complete list of the NGC ACM product codes. If the OEP was exposed to more than one NGC asbestos product, Sections 6.5 – 6.15 will need to be completed for each NGC ACM product.

### Section 6.6:

Provide specific dates of the installation of the claimed **NGC** asbestos product at the jobsite named in 6.7.

## **OEP NGC Asbestos Product Jobsite Information:**

### Section 6.7:

Provide the jobsite, city and state where the OEP worked when exposed to the claimed **NGC** asbestos product.

### Sections 6.8 and 6.9:

Provide the name of the building, at the jobsite named in 6.7 above, where the OEP was exposed to the claimed **NGC** asbestos product. The name, number or other designation of the specific building should be provided when the jobsite has more than one building. In addition, the area within the specific building should be provided when the OEP was exposed to the claimed **NGC** asbestos product after completion of the original construction of the building and i) the building has multiple uses (for example, office and manufacturing) or limited access (a multi-tenant office building), or (ii) there is a new installation of **NGC** asbestos product in the building after the original construction.

## **OEP Exposure Information:**

### Section 6.10:

Provide the name of the employer for whom the OEP worked when exposed to the claimed **NGC** asbestos product at the jobsite specified in 6.7.

### Section 6.11:

Provide the code for the industry in which the OEP worked when exposed to the claimed **NGC** asbestos product at the jobsite specified in 6.7. Refer to Exhibit B of these Instructions for a complete list of the industry codes. If “20 – Other” from Exhibit B is chosen, a description of the industry **must be specified** in the space provided.

### Section 6.12:

Provide the code for the occupation in which the OEP worked when exposed to the claimed **NGC** asbestos product while working at the jobsite named in 6.7. Refer to Exhibit A of these Instructions for a complete list of the occupation codes. If “84 – Other” from Exhibit A is chosen, a description of the occupation **must be specified** in the space provided.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## Section 6.13:

Provide the period during which the OEP was exposed to the claimed **NGC** asbestos product while working at the jobsite named in 6.7.

## Section 6.14:

Check the appropriate box indicating the Time of Exposure which is when the OEP was exposed to the claimed **NGC** asbestos product at the jobsite named in 6.7. The OEP's time of exposure should be (i) During Installation which is exposure to the a **NGC** asbestos product during the period of installation of that **NGC** asbestos product; (ii) Post-Installation to Friable NGC ACM which is exposure to a Friable NGC asbestos product after it was installed and through 1981; **or** (iii) During Removal, Rip-out or Other Disturbance to Non-Friable NGC ACM which is exposure to a NGC asbestos product during removal, rip-out or other disturbance after installation through 1981. For each Time of Exposure, installation of the claimed **NGC** asbestos product must be established at the jobsite named in 5.6.

## Section 6.15:

Provide a description of how the OEP identified and was exposed to the claimed **NGC** asbestos product while working at the jobsite named in 6.7 during the claimed Time of Exposure.

The total amount of exposure to **NGC** asbestos product(s) will be a factor in valuing the Injured Party's **IRC**. If the Injured Party had exposure to **NGC** asbestos product(s) in addition to that claimed in 6.5 – 6.15, complete **Addendum A: Additional Exposure to NGC Asbestos Product(s)** for additional jobsites. For each additional claimed jobsite, Time of Exposure, installation of the claimed **NGC** asbestos product and other required information must be established. The Addendum may be obtained by contacting the Facility or downloading from the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org).

## **Claim Form – Part 7: EXPOSURE AND CLAIM FORM CERTIFICATION**

The Injured Party's exposure to asbestos product(s) must be demonstrated by completing and executing Part 7 and providing one or more items of documentation supporting that exposure.

The NGCBIT reserves the right to request further information as provided by the Claims Resolution Procedures.

## Section 7.1:

The Injured Party, the Claimant Representative, or an Attorney, must execute the EXPOSURE AND CLAIM FORM CERTIFICATION section, and provide one or more of the documents listed in Section 7.1 of the claim form as proof of exposure. If deposition transcripts and/or interrogatory answers are used as proof of exposure, the Injured Party must submit a list of the pertinent pages containing testimony or answers concerning the Injured Party's work history. If the Injured Party was exposed through an OEP and deposition transcripts and/or interrogatory answers are used as proof of exposure, the Injured Party must submit a list of the pertinent pages containing testimony or answers concerning the OEP's work history and the pertinent pages containing testimony or answers concerning the Injured Party's exposure to the OEP.

## Section 7.2:

Check the appropriate box to identify the person who is certifying the Claim Form.

The first part of Section 7.2 may only be completed by the Injured Party or the Claimant Representative. Attorneys submitting this Claim Form, on behalf of the Injured Party or Claimant Representative, must complete the second part of Section 7.2.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## **Claim Form – Part 8: ATTORNEY CERTIFICATION AND WARRANTY OF CLAIMANT REPRESENTATIVE’S AUTHORITY (Not Applicable for Pro Se Claimants)**

This Part 8 is to be completed by an attorney who has completed the Law Firm Registration and submits a Claim Form on behalf of a Claimant Representative. If this Claim Form is not submitted by an attorney on behalf of a Claimant Representative, skip Part 8. If the person filing this claim is a *Pro Se* claimant and **not** represented by an attorney who completed the Law Firm Registration, the proper claim form should not contain Part 8: ATTORNEY CERTIFICATION AND WARRANTY OF CLAIMANT REPRESENTATIVE’S AUTHORITY.

An attorney who has completed the Law Firm Registration and submits a Claim Form on behalf of a Claimant Representative **must provide** evidence of the Claimant Representative’s authority to submit the Injured Party’s claim. Acceptable evidence of such authority is completion of this Part 8 or submission of the Affidavit & Indemnity described below. This section must be executed by the attorney filing the claim only if (i) the Injured Party has a Claimant Representative and (ii) the Affidavit & Indemnity or other underlying documents establishing the Claimant Representative’s capacity to submit the Injured Party’s claim is not submitted with the Claim Form.

By executing this section, the attorney certifies and warrants that this claim is filed by the Claimant Representative on behalf of the Injured Party and that the Claimant Representative is authorized by law to file this claim on behalf of the Injured Party. By executing this certification and warranty, the attorney filing this claim assumes the legal responsibility to determine the Claimant Representative’s authority to file this claim on behalf of the Injured Party.

Alternatively, if the attorney is unwilling to certify as to the Claimant Representative’s authority, the attorney may cause the Claimant Representative to complete the Affidavit & Indemnity provided on the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), under Documents, or request the Affidavit & Indemnity from the NGCBIT Claims Facility. See the Contact Us list on page 20 of these Instructions.

## **Claim Form – Addendum A: Job-Related Exposure: Occupation & Industry Pairs**

Provide additional exposure information in which the Injured Party or OEP worked while exposed to **NGC** asbestos product(s). Due to its impact on the pricing of an **IRC**, provide all exposure information in which the Injured Party worked while exposed to NGC asbestos product(s). Copy Addendum A, if necessary.

## **Claim Form – Addendum B: Factors Worksheet**

If IRC is the type of claim chosen on the first page of the claim form, Addendum B must be completed. Addendum B includes information in relation to factors used in the pricing of an **IRC**. Supporting documentation must be provided where indicated.

## **Part B1: DEPENDENT INFORMATION**

The number of dependents is required for **IRC** pricing. In the event more than 4 dependents are claimed, the NGC Bodily Injury Trust Claimed Dependents Form must be completed. The form may be obtained from the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), or by request from the NGCBIT Claims Facility.

### Section B1.1:

Provide the Injured Party’s total number of dependents. For the purposes of filing an NGC claim, this number must be consistent with the number of dependents claimed on the Injured Party’s federal tax return for the year prior to the filing date of this claim.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## Part B2: SMOKING HISTORY

The Injured Party's smoking history is required for **IRC** pricing. The smoking history provided will be compared to any smoking history found in the medical documentation. If the medical documentation smoking history differs, the claim will be processed according to the smoking history documented by the medical documentation.

### Section B2.1:

Check the appropriate box identifying whether the Injured Party 'Never Smoked', 'Formerly Smoked' or 'Currently Smokes' as of the date this claim is being filed (or, if the Injured Party is deceased, as of the date of death). If 'Formerly Smoked' is checked, information regarding the number of years that the Injured Party smoked, the average number of packs smoked per day, and date last smoked **must be provided**. If 'Currently Smokes' is checked, information regarding the number of years that the Injured Party smoked and the average number of packs smoked per day **must be provided**.

## Part B3: MEDICAL AND BURIAL EXPENSES

Claiming medical and burial expenses is optional for an **IRC**. If the Injured Party is claiming medical and burial expenses exceeding \$100,000, net of reimbursements and insurance, directly attributable to the claimed asbestos-related disease, documentation must be submitted substantiating the entire amount of the claimed expenses, including reimbursements and unreimbursed, out-of-pocket expenses. Undocumented or incomplete items will not be considered.

### Section B3.1:

Provide the total **medical** expenses, net of reimbursements and insurance, as of the date this claim is filed.

### Section B3.2:

Provide the total **burial** expenses, if applicable, net of reimbursements and insurance, as of the date this claim is filed.

## Part B4: ECONOMIC LOSS

Claiming economic loss is optional for an **IRC**. Economic losses are defined as lost wages and earnings directly attributable to the claimed asbestos-related disease. If the Injured party is claiming Economic Losses exceeding \$200,000, documentation must be submitted substantiating the entire amount of the claimed losses commencing on the date of diagnosis to the date determined by the Social Security Administration that the claimant would be eligible for full benefits. The Facility accepts an economist report or the NGCBIT Individualized Review Economic Loss Verification Form, provided on the Documents page of the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org). Supporting documentation submitted must also include Social Security Administration Report of Earnings covering the period from diagnosis until the claim is filed.

### Section B4.1:

Provide the total **gross** economic loss as of the date this claim is filed.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## STATUTE OF LIMITATIONS

### Deadline for Filing Malignant Disease Claims:

Subject to the tolling provisions set forth below, the deadline for filing Malignant Disease Claims is set forth below:

#### **If Claimant's Diagnosis and Date of Death is prior to June 16, 1997:**

Applicable federal, state and foreign statute of limitations and repose for the Applicable Jurisdiction (as defined below).

#### **If Claimant's Diagnosis or Date of Death is after June 16, 1997:**

Three (3) years after the date of death.

### Deadline for Filing Non-Malignant Disease Claims:

Subject to the tolling provisions set forth below, the deadline for filing Non-Malignant Disease Claims is set forth below:

#### **If Claimant's diagnosis was made prior to June 16, 2000:**

Applicable federal, state and foreign statute of limitations and repose for the Applicable Jurisdiction (as defined below).

#### **If Claimant's diagnosis was made on or after June 16, 2000:**

Three years after the later of:

- 1) Expiration of the tolling period (as described below), or
- 2) The date of diagnosis of the asbestos-related disease for which the claim is filed.

Applicable Jurisdiction is defined as follows:

- 1) The law of the state where the claimant has filed a lawsuit against ACMC or a co-defendant seeking recovery of an Asbestos Claim, or
- 2) In the event no such lawsuit has been filed, the law of the state in which the claimant was exposed to ACMC products or the state where the claimant resides.

## Tolling Periods

The filing deadlines set forth above shall be tolled for the following periods:

- 1) For claims diagnosed prior to June 16, 2000:  
Tolling Period is from June 16, 2000 through November 30, 2004
- 2) For claims diagnosed on or after June 16, 2000:  
Tolling Period is from June 16, 2000 through March 31, 2005
- 3) For claims filed after September 5, 2012 through March 31, 2014:  
Tolling Period is from September 6, 2012 through March 31, 2014

## **INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST**

- 4) For Asbestos Claims filed against another defendant in the tort system:  
Tolling Period is from the date such claim was filed in the tort system through the date the claim is resolved, either through litigation or settlement
- 5) For Asbestos Claims filed with the NGC Bodily Injury Trust:  
Tolling Period is from the date a claim is filed with the Trust until (i) 180 days after determination is made to the Claimant by the Trust or (ii) 90 days after the claimant rejects the award rendered in non-binding arbitration.

### **PAYMENTS**

The NGCBIT shall make payments to holders of valid Asbestos Claims as funds become available and as Asbestos Claims are liquidated, while maintaining sufficient resources to pay future valid Asbestos Claims on a substantially equivalent basis.

The NGCBIT will only be able to pay Claimants a percentage (the "Payment Percentage") of the ALV of their claim. The baseline for payment offers for both ERCs and **IRCs** will be the Allowed Liquidated Values ("ALV") established by the Claims Resolution Procedures, as set forth below.

The ALV for ERCs is 50% of the Baseline ALV for the allowed disease category. The discount has been applied because ERCs will be paid by the NGCBIT more quickly than such Asbestos Claims would be paid in the tort system; and the claims processing is less demanding than the Individualized Review Process. The ERC Payment for each claim will be the ALV for ERCs reflected in the schedule below multiplied by the current NGCBIT Payment Percentage as of the date of the allowance of the claim. A single payment will be made as soon as practicable after receipt, review and allowance of the completed Claim Forms and receipt of a fully executed release.

Valuation guidelines developed by the Trustees will be used by the NGCBIT to determine specific ALVs for IRCs. The resulting rules will be a multi-dimensional range of values based on claim characteristics that have historically influenced claim values paid by ACMC/NGC. While the NGCBIT will neither have nor follow a published claim matrix, the Injured Party characteristics that will be considered in determining the proper ALV for an IRC may include, but will not be limited to: occupation, Applicable Jurisdiction, confirmed injury, age, seriousness of the disease within the disease category, definite, prolonged exposure to ACMC/NGC Products, economic losses, medical and burial expenses, number of dependents, x-ray and diagnostic test findings, medical signs and symptoms, and smoking history (the "Individual Factors").

The amounts shown for each disease category on the ALV schedules establish the Baseline ALVs. Given the nature of the IRC methodology, it is possible that, due to the presence and severity of Individual Factors applicable to Allowed IRCs in a particular year, the average ALVs in that particular year may be higher or lower than the Baseline ALV for a particular disease.

All holders of allowed claims will be paid the ALV of their claim multiplied by the then current NGCBIT Payment Percentage. A single payment will be made as soon as practicable after receipt, review and allowance of the completed Claim Forms and receipt of a fully executed release.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## **SETTLEMENTS OFFERS BASED ON ALLOWED LIQUIDATED VALUES**

The NGCBIT will offer to liquidate the value of each Claim based on the ALVs established by the Claims Resolution Procedures (“CRP”) for each scheduled disease. The Baseline and Minimum ALV for both ERCs and IRCs, by disease category, is set forth below. The Maximum ALV of IRCs is generally two times the Baseline IRC for the applicable disease category. Extraordinary Claims may be allowed at up to four times the ALV, as reflected in the table below. The IRC Claim Form is not used to request consideration as an Extraordinary Claim. Please consult the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), to determine the requirements for the filing of an Extraordinary Claim.

	ALV for ERC Minimum ALV—IRC	Baseline ALV IRC	Maximum ALV Extraordinary Claims Only
	All Occupations	All Occupations	All Occupations
Factor of Average	50%	100%	400%
Mesothelioma	\$22,500	\$45,000	\$180,000
Lung Cancer	\$3,750	\$7,500	\$30,000
Other Cancer	\$1,600	\$3,200	\$12,800
Non-Malignant I	\$1,000	\$2,000	\$8,000
Non-Malignant II	\$500	\$1,000	\$4,000
Non-Malignant III	\$250		

NOTE: Non-Malignant III claims may only be allowed as Expedited Review Claims (“ERC”).

## **ELECTION OF PAYMENT**

When the NGCBIT informs an Injured Party of its determination of the disease and makes its offer of the calculated ALV for that disease, the Injured Party can accept the offer or initiate mediation or arbitration. Injured Parties who accept their offer will initially receive the portion of the ALV equal to the then current Payment Percentage and may later receive additional payments if and when the Payment Percentage is increased.

## **APPEAL OR REVIEW OF NGCBIT EVALUATION OF A CLAIM**

If an Injured Party rejects the ALV determined by NGCBIT, the Injured Party may initiate mediation, arbitration or may have to re-file the claim as an IR. The Notice of Determination letter received for a particular claim will detail which route is required for that claim.

## **RELEASES**

An Injured Party accepting a payment to resolve a malignant disease claim must execute a full release of ACMC/NGC, the NGC Settlement Trust, New NGC and the NGCBIT consistent with applicable state law. An Injured Party accepting a payment to resolve a non-malignant disease claim must execute a full release of ACMC/NGC, the NGC Settlement Trust and New NGC, and a limited release of the NGCBIT (preserving the ability to assert a new asbestos claim with the NGCBIT for any asbestos-related malignancy that is subsequently diagnosed).

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## **FIRST-IN-FIRST-OUT (“FIFO”) PROCESSING**

All claims will be processed in the order in which they are received. Therefore, the first claims in will be the first claims out (“FIFO”). For claim submissions received by mail, the postmark date of the submission or the pick-up date of the delivery service will be used to determine the time of filing. For claim submission received by email, the date and time the email is received by the NGCBIT will be used to determine the time of filing. For claim submissions received by download through the website, the date and time the download is received by the NGCBIT will be used to determine the time of filing.

## **ELECTRONIC CLAIM FILING (NOT APPLICABLE FOR PRO SE CLAIMANTS)**

Claims may be electronically filed with the NGCBIT utilizing a variety of methods described on the NGCBIT web site. For further information, please select the Downloads page on the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), for all electronic filing procedures.

### **Paper Claim Submission:**

#### **Written Communications with the NGCBIT:**

All Paper Claim Form submissions and written communications for NGCBIT should be addressed to:

#### **Mailing Address:**

**NGC Bodily Injury Trust  
P.O. Box 1299  
Greenville, Texas 75403-1299**

#### **Delivery Address:**

**NGC Bodily Injury Trust  
2716 Lee Street, Suite 500  
Greenville, Texas 75401**

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## CONTACT US

Detailed information regarding NGCBIT is located on the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org). If the information contained on the website is insufficient to meet your needs, please contact any of the following individuals responsible for the various operational aspects of the NGCBIT. If you are unsure of whom to contact with a question, please contact the receptionist at (800) 580-2191.

Executive Director:	W. D. Hilton, Jr. (903) 453-2161 <a href="mailto:wdhilton@trustservices.org">wdhilton@trustservices.org</a>
Service Provider CEO:	Randy Cantrell (903) 453-0157 <a href="mailto:rcantrell@trustservices.org">rcantrell@trustservices.org</a>
Law Firm Registration Information:	Renda Evans (903) 453-0163 <a href="mailto:revans@trustservices.org">revans@trustservices.org</a>
Claim Form Submission Information: Attorney Assisted Pro Se	Jackey Ferrell (800) 580-2191 x 158 <a href="mailto:datacontrol@trustservices.org">datacontrol@trustservices.org</a>
Technical Information:	Information Technology Department (903) 453-2160 <a href="mailto:it@trustservices.org">it@trustservices.org</a>
Claims Manager:	Miranda Wooldridge (800) 580-2191 x 154 <a href="mailto:mwooldridge@trustservices.org">mwooldridge@trustservices.org</a>
Claims Supervisor	Tiffany Nieto (800) 580-2191 x 165 <a href="mailto:tnieto@trustservices.org">tnieto@trustservices.org</a>

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## EXHIBIT A Occupation Codes and Descriptions

1	Acoustics/Fireproofing Installer**	43	Layout Man *
2	Asbestos Worker/Asbestos Removal	44	Lead Man *
3	Assembler	45	Lineman
4	Auto Mechanic *	46	Longshoreman
5	Blacksmith	47	Machine/Heavy Equipment Operator
6	Boiler/Furnace Worker/Stationary	48	Machinist
7	Boilermaker	49	Maintenance
8	Brakeman *	50	Maintenance Mechanic
9	Bricklayer	51	NGC ACM Material Handler
10	Burner	52	Mechanic
11	Carman *	53	Millwright
12	Carpenter	54	Molder *
13	Caster *	55	Oiler
14	Cement /Concrete Worker	56	Operator
15	Chemical Operator *	57	Packer *
16	Chemist *	58	Painter
17	Clerk/Clerical Worker/Office *	59	Pipefitter
18	Conductor *	60	Pipeline Worker
19	Construction Worker	61	Plasterer**
20	Crane Operator	62	Plumber
21	Custodian/Janitor	63	Pot Worker *
22	Diecaster/Maker *	64	Process Technician/Operator
23	Drywaller/Drywaller Helper**	65	Pumper *
24	Electrician	66	Railroad Worker *
25	Engineer	67	Repairman
26	Finisher	68	Rigger
27	Fireman	69	Roofer
28	Fitter	70	Roughneck *
29	Fork Lift Operator	71	Roustabout *
30	Foundry Worker *	72	Sand Blaster
31	Furnace Worker	73	Seaman/Merchant Marine
32	Glazer *	74	Security Guard
33	Grinder *	75	Shipfitter/Shipyard Worker
34	HVAC Worker	76	Steamfitter
35	Inspector	77	Steelworker
36	Installer	78	Switchman *
37	Instrument Technician *	79	Technician
38	Insulator	80	Truck Driver
39	Ironworker	81	Utility Worker
40	Laboratory Technician *	82	Warehouseman
41	Laborer	83	Welder
42	Lather**	84	Other (specify)

\*Pre Implementation Date Claims only: An occupation in which exposure to NGC ACM is not typical. Therefore, a description of how the Injured Party was exposed to NGC asbestos product(s) while working in that occupation must be provided.

\*\* Presumptive Occupations: An occupation in which exposure to NGC ACM is presumed if the deceased or incompetent Injured Party was exposed to asbestos in the Presumptive Occupations for at least five (5) years on a regular basis.

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## EXHIBIT B Industry Codes and Descriptions

1	Aerospace/Aviation
2	Asbestos Abatement
3	Automobile Mechanical/Friction
4	Chemical
5	Construction Trades
6	Iron/Steel
7	Longshore
8	Maritime
9	Military
10	Non-Asbestos Products Manufacturing
11	Petrochemical
12	Insulation
13	Railroad
14	Shipyard-Construction/Repair
15	Textile
16	Tire/Rubber
17	Utilities
18	National Gypsum Manufacturing/Mining/Distribution Products
19	Building Occupant/Bystander
20	Other (Specify)

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## EXHIBIT C NGC ACM Products List

CODE	Product Type	Date Sold Begin	Date Sold End	Friable/ Non-Friable
	Product Name			
100	<b>Acoustical Plaster - Sprayed</b>			
101	Spray-On Acoustical Plaster	1955	1956	Friable
102	Sprayolite	1956	1973	Friable
103	Thermacooustic	1949	1961	Friable
104	Gold Bond Sprayed Limpet Asbestos	1945	1949	Friable
120	<b>Acoustical Plaster - Troweled</b>			
121	Perfo-Lyte or Perfolite	1955	1972	Friable
122	High Humidity Acoustical Plaster, aka Type C Acoustical Plaster	1952	1956	Friable
123	Gold Bond Acoustical Plaster	1949	1968	Friable
124	Macoustic 47-W Base and Top Coat	1933	1949	Friable
125	Macoustic Smooth Finish	1935	1943	Friable
126	Macoustic Standard	1933	1936	Friable
127	Rockwall Acoustical Plaster	1936	1940	Friable
160	<b>Fireproofing - Sprayed</b>			
161	Fire-Shield Plaster	1958	1970	Friable
200	<b>Asbestos-Cement Boards &amp; Panels</b>			
201	Asbestone Panels	1958	1981	Non-Friable
202	Asbestos-Cement Board, aka A-C Board	1943	1953	Non-Friable
203	Corrugated 400, aka Asbestone Corrugated, Corrugated Asbestone 400	1953	1981	Non-Friable
204	Corrugated Economy 250	1954	1981	Non-Friable
205	Corrugated Garden Trim	1954	1981	Non-Friable
206	Flexbestos	1943	1953	Non-Friable
207	Permaboard, aka Formboard	1954	1981	Non-Friable
208	Plasti-Clad, aka Ripple Tone Panels	1958	1981	Non-Friable
209	Plasticrylic, aka Ripple Tone Panels	1958	1981	Non-Friable
210	Pliaboard	1954	1969	Non-Friable
211	Plia-Flex, aka Plia-F-Lex	1959	1981	Non-Friable
212	Soffit Panels	1959	1981	Non-Friable
213	Thermotec Asbestos Cement Sheets	1960	1981	Non-Friable
220	<b>Cement Ceiling Panels</b>			
221	Asbestibel Panels	1963	1981	Non-Friable
222	Asbesto-Grid Panels	1958	1981	Non-Friable
223	Humiguard Panels	1968	1981	Non-Friable
224	Perforated Panels	1958	1981	Non-Friable
225	Unperforated Panels-ceiling panels	1958	1981	Non-Friable
226	Ventilating Panels	1958	1981	Non-Friable

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## EXHIBIT C NGC ACM Products List

<b>CODE</b>	<b>Product Type</b>	<b>Date Sold</b>	<b>Date Sold</b>	<b>Friable/ Non-Friable</b>
	<b>Product Name</b>			
240	<b>Bulkheading</b>			
241	Canal Bulkheading, aka Asbestos-Cement Canal Bulkheading	1959	1981	Non-Friable
242	Corrugated Canal Bulkheading Type 10	1963	1974	Non-Friable
250	<b>Asbestos-Cement Roofing Shingles</b>			
251	Dutchlap	1953	1968	Non-Friable
252	Hexagonal	1953	1965	Non-Friable
253	Mansard	1970	1981	Non-Friable
254	Ranch Style	1956	1968	Non-Friable
260	<b>Asbestos-Cement Siding Shingles</b>			
261	Chromashake and Chromashake Autoclaved	1958	1981	Non-Friable
262	Chromatex and Chromatex Autoclaved	1953	1981	Non-Friable
263	Chromatone and Chromatone Autoclaved	1958	1981	Non-Friable
264	Classic 32	1958	1981	Non-Friable
265	Classic-Shake	1958	1981	Non-Friable
266	Deeptex	1958	1981	Non-Friable
267	Insul-Best	1958	1960	Non-Friable
268	Sussex 32	1958	1981	Non-Friable
269	Woodgrain and Woodgrain Autoclaved	1953	1981	Non-Friable
270	Woodrock panels	1963	1976	Non-Friable
271	Woodrock clapboard siding	1963	1971	Non-Friable
300	<b>Joint Treatment Material</b>			
301	All-Purpose Joint Compound	1966	1973	Non-Friable
302	D2 Topping Compound	1971	1974	Non-Friable
303	Finisher	1958	1960	Non-Friable
304	Joint Compound, aka Joint Cement, No 1 Ames Cement	1949	1973	Non-Friable
305	Quick-Weld or Q-W Compound	1972	1974	Non-Friable
306	Quik-Treat Joint Compound	1963	1974	Non-Friable
307	Ready Mixed Joint Compound, aka Ready Mixed Joint Cement	1953	1976	Non-Friable
308	Ready Mixed Topping Compound	1970	1976	Non-Friable
309	Sta-Smooth Compound	1968	1974	Non-Friable
310	Thermo Weld Compound	1972	1972	Non-Friable
311	Topping Compound, aka Topping Cement	1958	1976	Non-Friable
312	Triple T. Compound	1968	1976	Non-Friable
313	Tri-Treatment Joint Compound, aka Tri-Treatment Joint Cement	1957	1973	Non-Friable
314	Two-in-One Compound	1968	1970	Non-Friable
315	Velvet Joint Compound	1958	1975	Non-Friable

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## EXHIBIT C NGC ACM Products List

CODE	Product Type	Date Sold	Date Sold	Friable/ Non-Friable
	Product Name			
316	Velvet Topping Compound	1958	1975	Non-Friable
317	Vinyl Topping Compound	1964	1976	Non-Friable
318	Wesco Joint Cement	1952	1965	Non-Friable
319	Crown Coat Cement	1953	1962	Non-Friable
320	All Purpose Joint Cement	1954	1957	Non-Friable
400	<b>Textures-Non Spray</b>			
401	Color Texture	1936	1969	Non-Friable
402	Craftex	1937	1969	Non-Friable
403	Decorite	1937	1945	Non-Friable
404	E-Z Tex	1937	1970	Non-Friable
405	Painters Texture	1954	1969	Non-Friable
406	Shadowall	1937	1945	Non-Friable
407	Super Westex	1952	1969	Non-Friable
408	Super White Dry Sealer, non-spray texture	1965	1972	Non-Friable
409	Texas Texture	1946	1962	Non-Friable
410	Texas Westex	1952	1953	Non-Friable
411	Velvet Texture A. R.	1962	1967	Non-Friable
412	Vinyl Texture	1963	1975	Non-Friable
420	<b>Textures-Spray</b>			
421	E-Z Spray Texture	1971	1972	Friable
422	Perfect Spray	1971	1972	Friable
423	Spray Quick (West Coast Only)	1967	1972	Friable
424	Spray Quick A (West Coast Only)	1963	1964	Friable
425	Super White Dry Sealer, spray texture	1965	1972	Friable
426	Velvet Spray Quick Texture	1959	1972	Friable
427	Velvet White Super Spray	1962	1967	Friable
428	Wall Spray (West Coast Only)	1967	1975	Friable
429	Wall Spray Texture	1965	1972	Friable
	<b>Other Products</b>			
501	Asbestos Faced Mineral Wool Board	1944	1945	Non-Friable
502	Asbestos Jackets for Pipe Covering	1941	1943	Non-Friable
503	Asbestos Stripping Tape	1944	1945	Non-Friable
504	Block-fil	1963	1973	Non-Friable
505	Cover Crete Plaster	1949	1965	Non-Friable
506	Craftco Cement Paint	1938	1952	Non-Friable
507	Laminating Adhesive, aka Drywall Laminating Adhesive	1953	1956	Non-Friable
508	Laminating Adhesive and Adhesive A	1970	1974	Non-Friable

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## EXHIBIT C NGC ACM Products List

<b>CODE</b>	<b>Product Type</b>	<b>Date Sold</b>	<b>Date Sold</b>	<b>Friable/ Non-Friable</b>
	<b>Product Name</b>			
509	Masonry Surfacers	1955	1973	Non-Friable
510	Mortar Mix, aka Asbestos Cement Mix, Special Mix Asbestos Cement	1959	1973	Non-Friable
511	Natcor	1944	1946	Non-Friable
512	Natcor Sheathing	1944	1946	Non-Friable
513	No. 340 Insulating Cement, aka Rockwool Insulating Cement, Insulating Cement	1943	1957	Non-Friable
514	No. 340N Insulating Cement (marine use), aka Rockwool Insulating Cement	1943	1946	Non-Friable
515	Patching Plaster	1933	1950	Non-Friable
516	Spackling Compound	1951	1953	Non-Friable
517	Spackling Paste	1962	1967	Non-Friable

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## EXHIBIT C NGC ACM Products List

<b>CODE</b>	<b>Manufacturing Plants</b>	<b>Date ACM Manufacture Begin</b>	<b>Date ACM Manufacture End</b>	<b>Friable/ Non- Friable</b>
601	Raw Asbestos Fiber Used at NG Manufacturing Plant in Akron, NY	12/1/1935	1980	Friable
602	Raw Asbestos Fiber Used at NG Manufacturing Plant in Alexandria, IN	3/1/1941	1972	Friable
603	Raw Asbestos Fiber Used at NG Manufacturing Plant in Baltimore, MD	12/1/1947	1975	Friable
604	Raw Asbestos Fiber Used at NG Manufacturing Plant in Berkeley, CA	7/1/1952	1960	Friable
605	Raw Asbestos Fiber Used at NG Manufacturing Plant in Bronx, NY	9/1/1936	1978	Friable
606	Raw Asbestos Fiber Used at NG Manufacturing Plant in Burlington, NJ	7/1/1956	1971	Friable
607	Raw Asbestos Fiber Used at NG Manufacturing Plant in Clarence Center, NY	6/1/1926	1981	Friable
608	Raw Asbestos Fiber Used at NG Manufacturing Plant in Fort Dodge, IA	9/1/1935	1971	Friable
609	Raw Asbestos Fiber Used at NG Manufacturing Plant in Gibsonburg, OH	5/1/1951	1978	Friable
610	Raw Asbestos Fiber Used at NG Manufacturing Plant in Good Hope, LA	1/1/1952	1969	Friable
611	Raw Asbestos Fiber Used at NG Manufacturing Plant in Long Beach, CA	9/1/1965	1975	Friable
612	Raw Asbestos Fiber Used at NG Manufacturing Plant in Lorain, OH	3/1/1960	1971	Friable
613	Raw Asbestos Fiber Used at NG Manufacturing Plant in Los Angeles, CA	7/1/1952	1960	Friable
614	Raw Asbestos Fiber Used at NG Manufacturing Plant in Luckey, OH	1/1/1930	1958	Friable
615	Raw Asbestos Fiber Used at NG Manufacturing Plant in Matteson, IL	4/1/1952	1975	Friable
616	Raw Asbestos Fiber Used at NG Manufacturing Plant in Medicine Lodge, KS	3/1/1938	1971	Friable
617	Raw Asbestos Fiber Used at NG Manufacturing Plant in Millington, NJ	3/1/1953	1975	Friable
618	Raw Asbestos Fiber Used at NG Manufacturing Plant in National City, MI	6/1/1927	1971	Friable
619	Raw Asbestos Fiber Used at NG Manufacturing Plant in New Orleans, LA	1/1/1953	1981	Friable
620	Raw Asbestos Fiber Used at NG Manufacturing Plant in Portsmouth, NH	9/1/1936	1971	Friable
621	Raw Asbestos Fiber Used at NG Manufacturing Plant in Raritan, NJ	1/1/1954	1968	Friable
622	Raw Asbestos Fiber Used at NG Manufacturing Plant in Rotan, TX	9/1/1935	1971	Friable
623	Raw Asbestos Fiber Used at NG Manufacturing Plant in St. Louis, MO	1/1/1953	1971	Friable

# INSTRUCTIONS FOR FILING A CLAIM WITH THE NGC BODILY INJURY TRUST

## EXHIBIT C NGC ACM Products List

<b>CODE</b>	<b>Manufacturing Plants</b>	<b>Date ACM Manufacture Begin</b>	<b>Date ACM Manufacture End</b>	<b>Friable/ Non- Friable</b>
624	Raw Asbestos Fiber Used at NG Manufacturing Plant in Saltville, VA	1/1/1939	1946	Friable
625	Raw Asbestos Fiber Used at NG Manufacturing Plant in Savannah, GA	6/1/1939	1971	Friable
626	Raw Asbestos Fiber Used at NG Manufacturing Plant in Shoals, IN	6/1/1955	1971	Friable
627	Raw Asbestos Fiber Used at NG Manufacturing Plant in Tampa, FL	8/1/1962	1970	Friable
628	Raw Asbestos Fiber Used at NG Manufacturing Plant in Trenton, NJ	1/1/1952	1955	Friable
629	Raw Asbestos Fiber Used at NG Manufacturing Plant in Waukegan, IL	5/1/1959	1970	Friable
630	Raw Asbestos Fiber Used at NG Manufacturing Plant in Westwego, LA	4/1/1956	1975	Friable
631	Raw Asbestos Fiber Used at NG Manufacturing Plant in Dover, NJ	3/1/1941	1962	Friable

## 1.c. Important Claim Requirements

# NGC Bodily Injury Trust

## IMPORTANT CLAIM REQUIREMENTS\*

### **Claimant Representative:**

- If Injured Party is deceased or incapacitated and represented by a Claimant Representative, then the following is required:
  - Completed Claimant Representative section of the claim form
    - Required fields are name and capacity
  - Acceptable documentation establishing the person named as the Claimant Representative  
OR
  - Completed 'Attorney Certification and Warranty of Claimant Representative's Authority' section of the claim form
- Acceptable Claimant Representative documents include but are not limited to the following:
  - Letters Testamentary
  - Letters of Administration
  - Affidavits of Agreement Between Beneficiaries
  - Judgments Declaring Heirship
  - Last Will and Testament
  - The Trust's Affidavit and Indemnity form

### **Litigation:**

- When litigation is claimed, the page(s) of the complaint, petition or cover page filed with the Court that contains the parties named, the Case Number and the date filed with the Court are requested. However, a deficiency will only be cited when the lawsuit date causes the claim to pass SoL.

### **Exposure:**

- Exposure time requirements
  - Non-Meso:
    - 5-years exposure to any asbestos product
    - 6-months exposure to NGC asbestos product
  - Meso:
    - Less than 6 months exposure to NGC asbestos product
- Exposure documentation
  - Required:
    - Exposure Testimony (affidavit, deposition or trial testimony or other sworn statement)
  - Complimentary support:
    - Verified Work History
    - Verified Answers to Interrogatories
    - Annotated Social security records
    - Union records
- Exposure documentation should support
  - Exposure to NGC asbestos-containing product(s)
    - The specific requirements depend on how the Injured Party was exposed.  
Please refer to the Revised Restated Exposure Policies dated October 2014 for more details on what is required in each situation.
  - Exposure to *any* asbestos product, *if exposure to NGC asbestos-containing product(s) does not cover full 5 years exposure to any asbestos requirement.*
- The cut-off date for NGC asbestos exposure is 12/31/1981.

# NGC Bodily Injury Trust

## IMPORTANT CLAIM REQUIREMENTS\*

### **Medical:**

- An ILO or Chest X-Ray must be read by a NIOSH Certified B-Reader or Board-Certified Radiologist
- Diagnosis from a Qualified Physician, board-certified by the ABMS by one of the relevant medical specialty boards
  - Internal Medicine
  - Radiology
  - Pathology
  - Preventative Medicine
  - Pulmonology
- The Trust does not accept B-reads, diagnosis or other evidence from any of the following MDL physicians:
  - Dr. James Ballard
  - Dr. Kevin Cooper
  - Dr. Todd Coulter
  - Dr. Ray A. Harron
  - Dr. Andrew Harron
  - Dr. Glynn Hilbun
  - Dr. Barry Levy
  - Dr. George Martindale
  - Dr. W. Allen Oaks
  - Dr. Jeffrey H. Bass
  - Dr. Richard B. Levine (*Exception: NG will accept B-read findings from Dr. Levine but will not accept his diagnoses.*)

### **CCR:**

- If the facility claim matches a previously paid CCR claim the following applies:
  - If the facility and previously paid CCR claims are for the same disease type or the paid CCR claim is a higher disease than the facility claim, then the facility claim cannot be processed and will be Rejected-CCR.
  - If the facility claim is a malignant disease and the previously paid CCR claim is for a Non-Malignant disease, then the facility claim's offer will be offset by the amount previously paid on the CCR claim for the lower disease.

*\*This document provides important claim processing requirements that have been developed through policies and procedures of the NGCBIT. These requirements are not all-inclusive. More claim requirements can be found in the NGCBIT CRP.*

## 1.d. NGCBIT Claim Pricing

## NGCBIT Claim Pricing

There are two types of claims in NGCBIT: Expedited Review (“ER”) and Individualized Review (“IR”). ER claims are valued based on the ALVs listed below for ERC and are not subject to pricing factors. IR claims are valued starting with the Baseline ALVs for IRC listed below and then could go up or down depending on the applied pricing factors.

	ALV for ERC		Baseline ALV		Maximum ALV	
	Minimum ALV—IRC		IRC		Extraordinary Claims Only	
	All Occupations		All Occupations		All Occupations	
Factor of Average	50%		100%		400%	
Mesothelioma	\$	22,500	\$	45,000	\$	180,000
Lung Cancer	\$	3,750	\$	7,500	\$	30,000
Other Cancer	\$	1,600	\$	3,200	\$	12,800
Non-Malignant I	\$	1,000	\$	2,000	\$	8,000
Non-Malignant II	\$	500	\$	1,000	\$	4,000
Non-Malignant III	\$	250				
NOTE: Non-Malignant III Claims may only be allowed as Expedited Review Claims ("ERC")						

The pricing factors applied to IR claims are as follows:

- Jurisdiction
- Exposure Rating (Non-Meso claims only)
- Percentage of NGC Exposure (Meso claims only)
- Non-Malignant IA (Non-Malignant claims only)
- Living
- Age
- Number of Dependents
- Medical/Burial Expenses
- Economic Loss
- Smoking History (Non-Meso claims only)

In all claims, the Payment Amount is calculated from the ALV multiplied by the then current payment percentage.

On July 14, 2011 the NGCBIT Payment Percentage was reduced to 41%.

On November 3, 2011 the NGCBIT Payment Percentage was further reduced to 18%.

## 1.e. Submitting Claim Documentation

## **Submitting Claim Documentation**

NGCBIT accepts supporting documentation 3 ways: paper, electronic and web upload.

**Paper:** NGCBIT prefers all supporting paper documents are bundled together by claimant in a manner other than staples. Paper documentation can also be faxed to (903)453-2164.

**Electronic:** NGCBIT accepts scanned documents in either .tif or /pdf format which can be submitted on CD or DVD with one folder per claimant. The folder name should be the claimant's SSN or the claimant's name in "Doe, John Q." format. SSN is the preferred folder name. Electronic files can be submitted via email to [datacontrol@trustservices.org](mailto:datacontrol@trustservices.org).

CDs or DVDs with supporting documentation or paper documentation can be sent to the following address:

Trust Services, Inc  
Attn: Data Control  
2716 Lee Street, Suite 500  
Greenville, Texas 75401

OR

P.O. Box 1299  
Greenville, Texas 75403-1299

**Web Upload:** NGCBIT accepts scanned documents that are uploaded to the claim online via the Document Upload screen. This process is explained in Lesson 8 – Claim Processing Page – Search & Claim View of the NGC Bodily Injury Trust Website Training Guide, which can be downloaded from the Home page of the NGC website, [ngcbitrust.org](http://ngcbitrust.org).

*Documents to cure claim specific deficiencies can also be emailed to the NGCBIT Analyst that sent the correspondence to the law firm. The analyst will then attach the email and supporting documents to the claim for review.*

## 1.f. Electronic Correspondence

## NGC Bodily Injury Trust

### Electronic Correspondence

All firms have the option to elect for electronic correspondence from the NGCBIT. This means instead of paper or emailed deficiency letters, allowance letters and disallowance letters the firm would receive reports that contained the pertinent information.

These electronic correspondence reports are sent out according to the law firm's correspondence preferences selected online in the user screen for the particular contact on the claim(s). The Allowance and Disallowance reports are accompanied by a CD that contains electronic copies of the NODA and NODD letters, which is sent to the firm. For the NODA letters, this CD will also contain an electronic copy of the Release and Indemnity form.

In all cases, you will need to review the electronic correspondence and respond as needed/directed just as you would do for paper or emailed correspondence. If a Respond To contact is indicated for a specific claim on the report, please direct your reply or questions to that individual.

If you have questions regarding this process, please contact Jackey Ferrell, Data Control Manager, at [jferrell@trustservices.org](mailto:jferrell@trustservices.org).

## 2.a. Statute of Limitations Quick Reference Guide

# NGC Bodily Injury Trust

## Statute of Limitations Quick Reference Guide

### **Deadline for Filing Malignant Disease Claims**

- Diagnosis and Date of Death prior to June 16, 1997
  - Applicable federal, state and foreign statute of limitations and repose for the Applicable Jurisdiction.
- Diagnosis or Date of Death after June 16, 1997
  - Three (3) years after the date of death.

### **Deadline for Filing Non-Malignant Disease Claims**

- Diagnosis prior to June 16, 2000
  - Applicable federal, state and foreign statute of limitations and repose for the Applicable Jurisdiction.
- Diagnosis after June 16, 2000
  - Three (3) years after the later of (1) expiration of the tolling period (as described below) or (2) the date of diagnosis of the asbestos-related disease.

### **Applicable Jurisdiction:**

- 1) the law of the state where the claimant has filed a lawsuit against ACMC or a co-defendant seeking recovery for an Asbestos Claim; or
- 2) in the event no such lawsuit has been filed, the law of the state in which the claimant was exposed to ACMC products or the state where the claimant resides.

### **Tolling Periods:**

The filing deadlines set forth above shall be tolled for the following periods:

- Diagnosis prior to June 16, 2000
  - From June 16, 2000 through November 30, 2004
- Diagnosis after June 16, 2000
  - From June 16, 2000 through March 31, 2005
- Asbestos Claims filed against another defendant in the tort system
  - From the date such claim was filed in the tort system through date claim is resolved, either through litigation or settlement
- Asbestos Claims filed with the NGC Bodily Injury Trust
  - From the date a claim is filed with the Trust until (1) 180 days after determination is made to the Claimant by the Trust or (2) 90 days after the claimant rejects the award rendered in non-binding arbitration.
- Asbestos Claims filed with the NGC Bodily Injury Trust after September 5, 2012 (*Restated Exposure Policy*)
  - The calculation of the deadline to file a claim under §2.1c. or §2.1d. of the CRP will be tolled from September 5, 2012 through March 31, 2014.

# NGC Bodily Injury Trust

## Statute of Limitations Quick Reference Guide

### **Examples for Malignant Claims:**

- 1) If Living at time claim is filed, SOL never runs.
  - Example: If the Injured Party was diagnosed with Lung Cancer 6/1/1995 and the Injured Party was living when the claim was filed, claim passes SOL
- 2) If Deceased at time claim was filed and Dx Date and DOD prior to 6/16/1997, statute of limitations for the Applicable Jurisdiction applies and Dx Date used to calculate SOL.
  - Example: If the Injured Party was diagnosed with Lung Cancer 6/1/1995 and then passed away 6/1/1996, SOL would start running on Dx Date 6/1/1995 and state statute period applies. June 16, 2000 through November 30, 2004 tolling period applies.
- 3) If Deceased at time claim was filed and Dx Date or DOD after 6/16/1997, 3 year SOL period applies and DOD used to calculate SOL.
  - Example: If the Injured Party was diagnosed with Lung Cancer 6/1/1995 and then passed away 6/1/1998, SOL would start running on DOD 6/1/1998 and 3 year statute period applies. June 16, 2000 through November 30, 2004 tolling period applies.

### **Examples for Non-Malignant Claims with Diagnosis Date prior to June 16, 2000:**

- 1) These claims are subject to the statute of limitations and repose for the Applicable Jurisdiction.
- 2) These claims are tolled from June 16, 2000 through November 30, 2004.

### **Examples for Non-Malignant claims with Diagnosis Date after June 16, 2000:**

- 1) Diagnosis Date prior to March 31, 2005
  - If the Injured Party was diagnosed after June 16, 2000 but prior to March 31, 2005, the Injured Party has until March 31, 2008 to file their claim.
- 2) Diagnosis Date after March 31, 2005
  - If the Injured Party was diagnosed after March 31, 2005, the Injured Party has until three (3) years from the diagnosis date to file their claim.

### **Examples for Claims with an asbestos-related Lawsuit:**

- 1) For a lawsuit that is still pending in the tort system, statute of limitations continues to be tolled from the lawsuit filed date.
- 2) For a lawsuit that has been resolved (closed) either through litigation or settlement, statute of limitations is tolled from the lawsuit filed date through the date the lawsuit was resolved.

## 2.b. SoL Rules for Cancer Claims Chart



## 3.a. Medical Disease Quick Reference Guide

**NGC Bodily Injury Trust  
Medical Disease Quick Reference Guide**

**Mesothelioma:**

{ Pathological evidence of Mesothelioma }

**Lung Cancer:**

{ Diagnosis of an asbestos related malignancy or { Diagnosis of a malignancy	and	Option 1	Diagnosis of Unilateral pleural disease of at least ILO Grade B	and	NIOSH Certified B-Reader or Certified Radiologist	}
					<i>Note: Has to be asbestos-related if the Lung Cancer is not asbestos-related</i>	
		Option 2	Diagnosis of Bilateral pleural condition (plaques or thickening)	and	NIOSH Certified B-Reader or Certified Radiologist	}
					<i>Note: Has to be asbestos-related if the Lung Cancer is not asbestos-related</i>	
		Option 3	Asbestos-related bilateral interstitial lung disease (Asbestosis)	}		
		Option 4	Pathological evidence of asbestos bodies	}		
		Option 5	Demonstration of at least ten (10) years of exposure to asbestos-containing materials in employment regularly requiring work in the immediate area of visible dust.	}		

**Pharyngeal Cancer:**

{ Diagnosis of an asbestos related malignancy	and	Option 1	Allowable Non-Malignant I disease	}
		Option 2	Allowable Non-Malignant II disease	}

**Laryngeal Cancer:**

{ Diagnosis of an asbestos related malignancy	and	Option 1	Allowable Non-Malignant I disease	}
		Option 2	Allowable Non-Malignant II disease	}

**Esophageal Cancer:**

{ Diagnosis of an asbestos related malignancy	and	Option 1	Allowable Non-Malignant I disease	}
		Option 2	Allowable Non-Malignant II disease	}

**Stomach Cancer:**

{ Diagnosis of an asbestos related malignancy	and	Option 1	Allowable Non-Malignant I disease	}
		Option 2	Allowable Non-Malignant II disease	}

**Colon Cancer:**

{ Diagnosis of an asbestos related malignancy	and	Option 1	Allowable Non-Malignant I disease	}
		Option 2	Allowable Non-Malignant II disease	}

**Rectal Cancer:**

{ Diagnosis of an asbestos related malignancy	and	Option 1	Allowable Non-Malignant I disease	}
		Option 2	Allowable Non-Malignant II disease	}

**NGC Bodily Injury Trust  
Medical Disease Quick Reference Guide**

<b>Non-Malignant I</b>						
Asbestosis I-A:						
{ ILO Grade = 2/1, 2/2, 2/3, 3/2, 3/3, or 3/+	and	(FVC = ≤70 or TLC = ≤70)}	and	NIOSH Certified B-Reader or Certified Radiologist	and	Diagnosing report of asbestos-related disease provided } OR { Path/Pulm Diagnosis - Asbestos-related disease caused death }
Asbestosis I-B:						
{ ILO Grade = 1/0, 1/1, 1/2, 2/1, 2/2, 2/3, 3/2, 3/3, 3/+	and	Option 1 If less than 68 years old then (FVC<80 and FEV/FVC≥ 72) If 68 years old or older then (FVC<80 and FEV/FVC≥ 65)	and	NIOSH Certified B-Reader or Certified Radiologist	and	Diagnosing report of asbestos-related disease provided } OR { Pathologist Diagnosis - Lung demonstrates bilateral interstitial fibrosis uninvolved with any other process (e.g., cancer or emphysema), in the presence of characteristic asbestos bodies }
		or				
		Option 2 TLC <80				
		or				
		Option 3 If less than 68 years old then (FEV/FVC≥72 and DLCO <76) If 68 years old or older then (FEV/FVC≥ 65 and DLCO <76)				
		or				
		Option 4 (FVC ≤80 and Bilateral basilar crackles = True)				
Diffuse Pleural Thickening I:						
{ ILO - Right and ILO - Left = B-2, B-3, C-1, C-2, or C-3	and	Option 1 If less than 68 years old then (FVC<80 and FEV/FVC≥ 72) If 68 years old or older then (FVC<80 and FEV/FVC≥ 65)	and	NIOSH Certified B-Reader or Certified Radiologist	and	Diagnosing report of asbestos-related disease provided }
and		or				
{ Both Diffuse boxes are checked		Option 2 TLC <80				
<b>Non-Malignant II</b>						
Asbestosis II:						
{ ILO Grade = 1/0, 1/1, 1/2, 2/1, 2/2, 2/3, 3/2, 3/3, 3/+	and	Diagnosing report of asbestos-related disease provided	and	NIOSH Certified B-Reader or Certified Radiologist		}
Pleural Thickening II:						
{ ILO - Right and ILO - Left = B-2, B-3, C-1, C-2, or C-3	and	Diagnosing report of asbestos-related disease provided	and	NIOSH Certified B-Reader or Certified Radiologist		}
<b>Non-Malignant III</b>						
Fibrosis III						
{ ILO Grade = 0/- , 0/0, 0/1	and	Option 1 Diagnosing report of asbestos-related disease provided	and	NIOSH Certified B-Reader or Certified Radiologist		} OR { Asbestos related bilateral interstitial lung disease (Asbestosis) }
		or				
		Option 2 Diagnosing report of an asbestos-caused abnormality				
Pleural Changes III						
{ Bilateral pleural condition (plaques or thickening)	and	Option 1 Diagnosing report of asbestos-related disease provided	and	NIOSH Certified B-Reader or Certified Radiologist		}
		or				
		Option 2 Diagnosing report of an asbestos-caused abnormality				

Notes:  
 Diagnosis must be provided by a Qualified Physician  
 < is less than  
 > is greater than  
 ≤ is less than or equal to  
 ≥ is greater than or equal to

## 3.b. Medical Disease Criteria

## NGCBIT MEDICAL DISEASE CRITERIA

### **Results:**

PFT - The FVC, FEV/FVC, TLC, DLCO values should be entered if the medical evidence consists of a PFT report providing these values for the Injured Party. The date the FEV/FVC test was performed should be provided, if applicable.

ILO – The ILO Grade, ILO Right and ILO Left values should be entered if the medical evidence consists of an ILO form and/or summary providing these values for the Injured Party. Indicate whether the ILO Right and ILO Left values are diffuse, if applicable.

### **Malignancy:**

**Non-Asbestos Related** - Select the appropriate malignancy from the Evidence of Malignancy drop down box if the Injured Party's cancer is not asbestos related.

Asbestos Related - Select the appropriate malignancy from the Evidence of an Asbestos Related Malignancy drop down box if the Injured Party's cancer is asbestos related.

### **Pathological evidence of Mesothelioma:**

This box should be checked if the medical evidence supports pathological evidence of Mesothelioma. This information must be taken from a pathology report indicating Mesothelioma. However, in the absence of a pathology report, an autopsy report that notes a special stain technique was used to identify the presence of Mesothelioma is acceptable.

### **Bilateral Pleural Condition:**

This box should be checked if it is determined that the medical evidence supports a bilateral pleural condition. A pleural condition is defined as pleural plaques, thickening, or calcification in the lungs or on the diaphragm. Bilateral pleural condition is defined as one of these pleural conditions on both sides of the lungs or on the diaphragm.

The pleural condition may be derived from the ILO form Sections 3B. Pleural Thickening Diaphragm (plaque); 3C. Pleural Thickening, Chest Wall, a. Circumscribed (plaque) or b. Diffuse; and 3D. Pleural Calcification, a. Diaphragm or b. Wall. In order to be considered as a bilateral condition, the plaques, thickening or calcifications must occur bilaterally within the confines of the area of classification with the exception of the diaphragm which is a single anatomic structure. Costophrenic Angle is not accepted for bilateral pleural condition.

Bilateral pleural condition may also be taken from a comprehensive medical report. It is required that the findings of bilateral pleural condition be from a Certified NIOSH B-Reader or a Board Certified Radiologist.

### **Asbestos-related Bilateral Interstitial Lung Disease (asbestosis):**

This box should be checked if it is determined that the medical evidence indicates a diagnosis of an asbestos-related bilateral interstitial lung disease or the diagnosis of asbestosis. This information must be taken from a medical report indicating that the Injured Party has asbestos-related bilateral interstitial lung disease or asbestosis. A diagnosis of pleural asbestosis is not acceptable for asbestosis.

### **Bilateral Basilar Crackles:**

This box should be checked if it is determined that the medical evidence supports bilateral basilar crackles. This information must be taken from a medical report indicating that the Injured Party has bilateral basilar crackles. Bilateral basilar rales or rales in both bases of the lungs is accepted for bilateral basilar crackles.

## NGCBIT MEDICAL DISEASE CRITERIA

### **Pathologist Statement - Lung Demonstrates Bilateral Interstitial Fibrosis**

This box should be checked if it is determined that the medical evidence supports a statement by a board-certified pathologist that more than one representative section of lung tissue otherwise uninvolved with any other process, such as emphysema, demonstrates bilateral interstitial fibrosis or a pattern of peribronchiolar or parenchymal scarring in the presence of characteristic asbestos bodies. This information must be taken from a report, in which a Pathologist indicates that the Injured Party's lung demonstrates bilateral interstitial fibrosis.

### **Pathological Evidence of Asbestos:**

This box should be checked if it is determined that the medical evidence supports pathological evidence of asbestos bodies. Asbestos bodies found in lung tissue are also known as ferruginous bodies. This information must be taken from a pathology report indicating evidence of asbestos.

### **Path/Pulm Statement - Asbestos-related Disease Caused by Death**

This box should be checked if it is confirmed that the Injured Party is deceased and the medical evidence supports a diagnosis by or referencing a finding of a pathologist or pulmonologist that an asbestos-related non-malignant disease was a substantial contributing cause of the Injured Party's death. This information may be taken from a pathology report containing a diagnosis by a pathologist that an asbestos-related non-malignant disease was a substantial contributing cause of the Injured Party's death. This information may also be taken from a medical report that contains the diagnosis by a pulmonologist or a medical report that references the findings of a pathologist or pulmonologist that an asbestos-related non-malignant disease was a substantial contributing cause of the Injured Party's death.

### **Diagnosing Report of Asbestos-related Disease Provided:**

This box should be checked if it is determined that the medical evidence supports a diagnosis of a NGCBIT recognized asbestos-related non-malignant disease. This information may be taken from a medical report indicating that the Injured Party has an asbestos-related non-malignant disease.

### **Asbestos-Caused Abnormality:**

This box should be checked if it is determined that the medical evidence supports an asbestos-caused abnormality recognized by the NGCBIT. This information may be taken from the medical report and an example may be a diagnosis of pleural abnormalities due to asbestos exposure.

### **Unilateral Pleural Disease of at Least ILO Grade B:**

This box should be checked if it is determined that the medical evidence supports unilateral pleural disease of at least ILO Grade B. Unilateral pleural disease of at least ILO Grade B is defined as pleural plaques or thickening on either side of the lung of at least ILO Grade B.

This may be taken from the 3C. Pleural Thickening...Chest Wall a. Circumscribed or b. Diffuse portions of the B-read or a medical report indicating the Injured Party has unilateral pleural disease of at least ILO Grade B. It is required that the findings of unilateral pleural disease of at least ILO grade B be from a Certified NIOSH B-Reader or a Board Certified Radiologist.

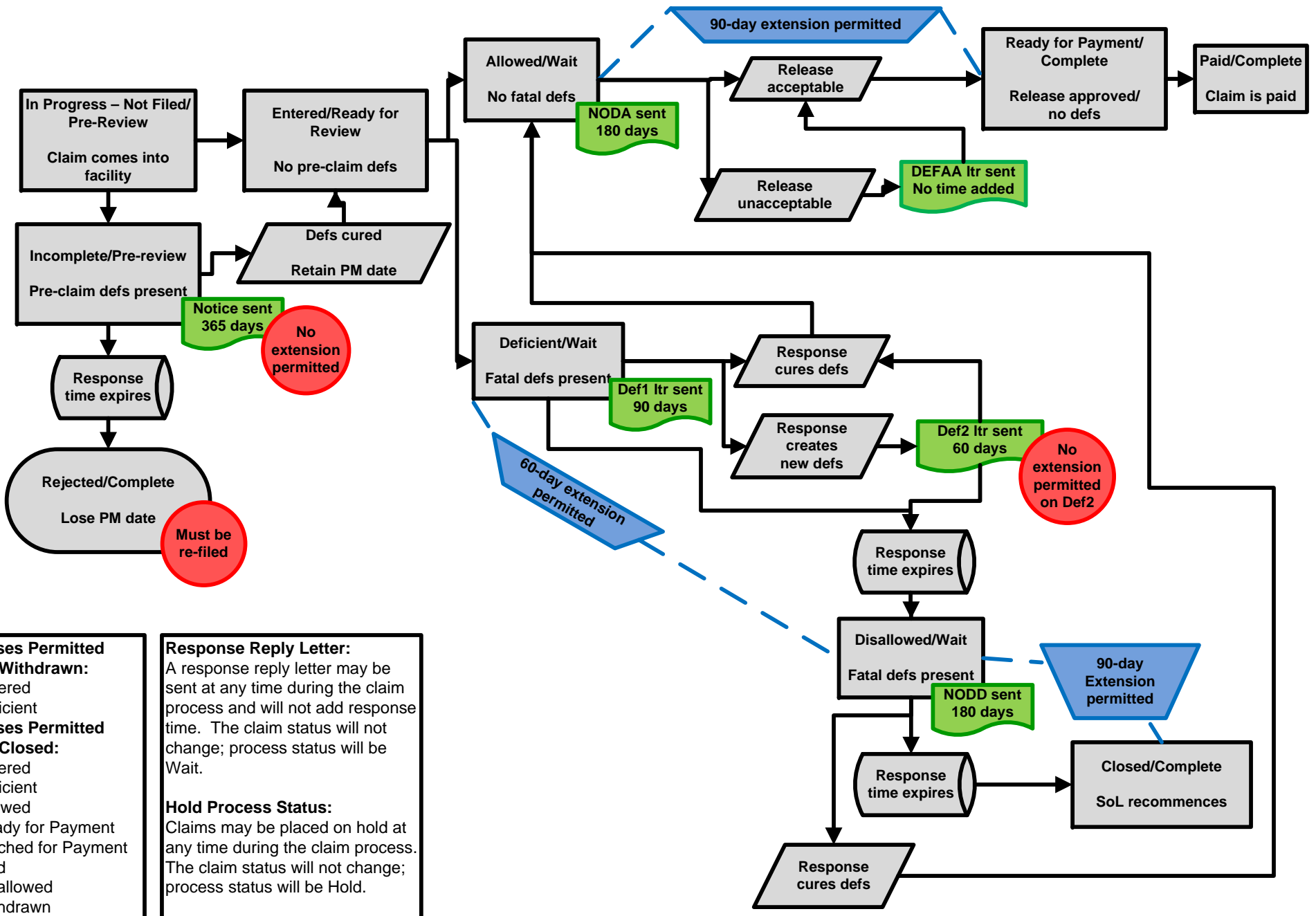
## 4.a. Claim Status and Process Status Definitions

NGCBIT  
**CLAIM STATUS AND PROCESS STATUS DEFINITIONS**

<b>Claim Status:</b>	<b>Description:</b>
In Progress-Not Filed	The filing submission has been started and saved but not yet submitted. The filing submission has been given a postmark date, but has not been reviewed for pre-claim deficiencies*.
Entered	The claim is ready for review by a Claim Reviewer.
Incomplete	The filing submission is not complete enough to be reviewed by a Claim Reviewer due to pre-claim deficiencies. An Incomplete Notice has been generated for the filing submission.
Withdrawn	The claim has been withdrawn by request of the law firm.
Deficient	The claim has been reviewed by a Claim Reviewer and determined to be Deficient. A deficiency letter has been generated for the claim.
Allowed	The claim has been reviewed by a Claim Reviewer and determined to be Allowed. A Notice of Determination – Allowance has been generated for the claim.
Ready for Payment	The claim has been Allowed and all required documents, including a properly executed Release and Indemnity, have been received and approved. The claim is awaiting payment.
Batched for Payment	The claim has been included in the payment batch process for payment.
Paid	The claim has been paid.
Disallowed	The claim has been Disallowed and a Notice of Determination – Disallowance has been generated for the claim.
Rejected	The claim has been rejected. These claims cannot be re-activated but can be re-filed.
Closed (No Time)	The claim has been closed and the Statute of Limitations recommences. (No Time) indicates there is no SoL time left to cure outstanding deficiencies.
Closed (Time Remaining)	The claim has been closed and the Statute of Limitations recommences. (Time Remaining) indicates there is SoL time left to cure outstanding deficiencies.
<b>Process Status:</b>	<b>Description:</b>
Pre-Review	The claim is not ready for review by a Claim Reviewer. The claim is awaiting review for pre-claim deficiencies or has been determined to have pre-claim deficiencies.
Ready for Review	The claim is ready for review by a Claim Reviewer.
Review in Process	The claim is under review by a Claim Reviewer.
Wait	The claim is waiting for a response to claim correspondence generated for the claim.
Ready for 2nd Review	The claim has been selected for second review. These claims cannot be opened online by the law firm user.
2nd Review in Process	The claim is under review by a Second Reviewer. These claims cannot be opened online by the law firm user.
Complete	The claim is considered complete and has been Paid, Closed, Rejected or Deferred/Withdrawn.
Hold	The claim has been placed on hold pending further review. See Hold reason on claim for more detail as to why the claim has been placed on hold.

## 4.b. Claim Flow Chart

# NGCBIT Claim Flow



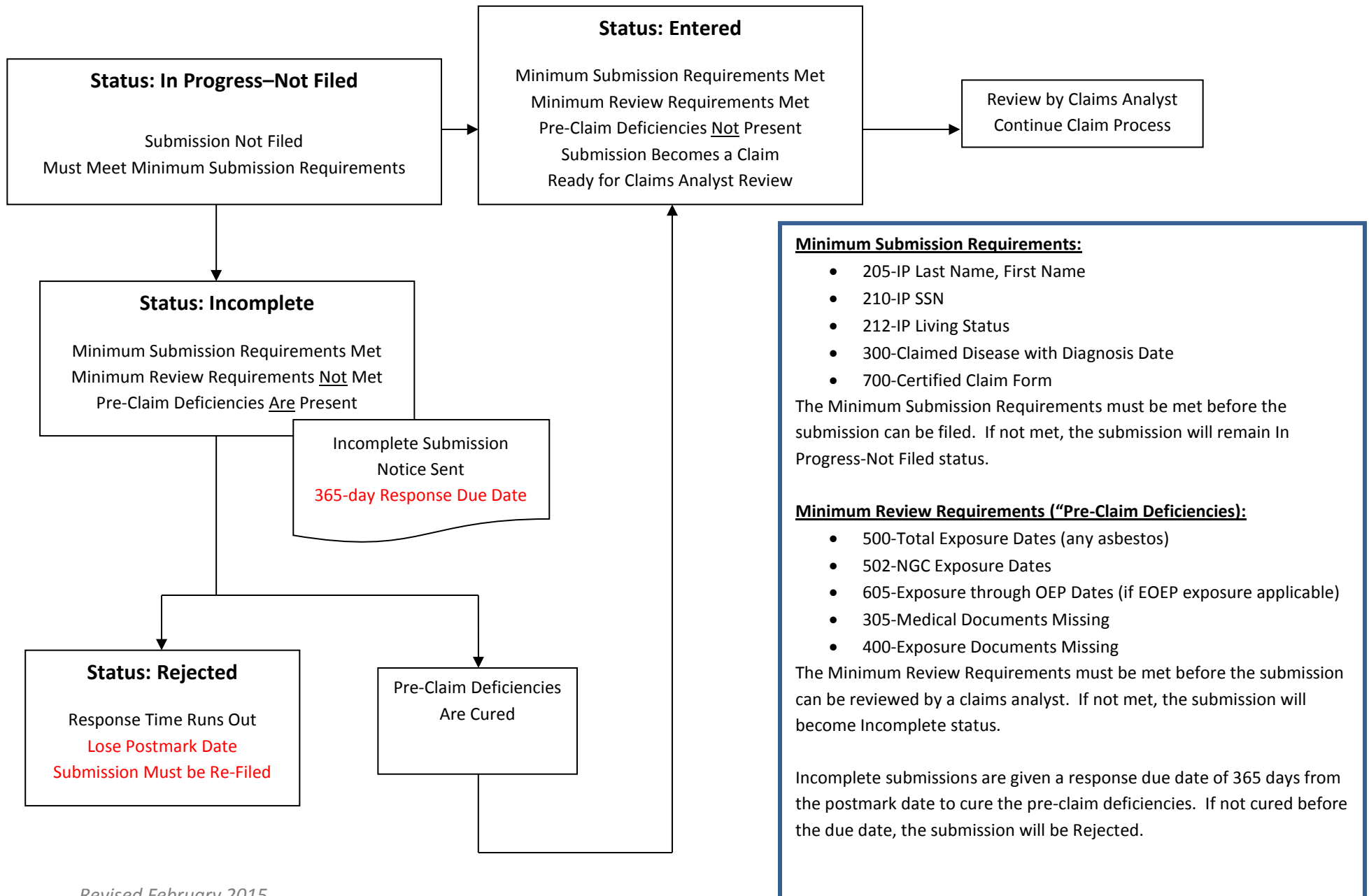
- Statuses Permitted to be Withdrawn:**
- Entered
  - Deficient
- Statuses Permitted to be Closed:**
- Entered
  - Deficient
  - Allowed
  - Ready for Payment
  - Batched for Payment
  - Paid
  - Disallowed
  - Withdrawn

**Response Reply Letter:**  
 A response reply letter may be sent at any time during the claim process and will not add response time. The claim status will not change; process status will be Wait.

**Hold Process Status:**  
 Claims may be placed on hold at any time during the claim process. The claim status will not change; process status will be Hold.

## 4.c. Incomplete Submissions Flow Chart

# Claim Processing – Incomplete Submissions



## 4.d. Response Times

# NGCBIT Response Times

Type of Letter	Claim Status / Process Status	Time	Related rules
Incomplete Notice	Incomplete / Pre Review	365 days	Response time is from the claim's Postmark Date; No extension available
1st deficiency letter	Deficient / Wait	90 days	60 day extension available
2nd deficiency letter	Deficient / Wait	60 days	Only 1 given per 1st def letter; no extension available
Deficiency after NODA letter	Allowed / Wait	No extra time	
Extension letter	Deficient / Wait	60 days	Only 1 given per 1st def letter; Cannot grant an extension on 2nd def letter
Extension after NODA letter	Allowed / Wait	90 days	Only 1 given per NODA letter
Extension after NODD letter	Disallowed / Wait	90 days	Only 1 given per NODD letter
NODA letter	Allowed / Wait	180 days	90 day extension available
NODD letter	Disallowed / Wait	180 days	90 day extension available
Response Reply letter	Deficient / Wait Allowed / Wait Disallowed / Wait	No extra time	A response reply letter can be sent at any time after initial correspondence; used to re-cite previously cited deficiencies

## 5.a. Attorney Work History Verification Form

**ATTORNEY  
WORK HISTORY VERIFICATION**

I \_\_\_\_\_, Attorney for \_\_\_\_\_ ("Injured Party"),  
SSN: \_\_\_\_\_, have reviewed the information submitted on the attached Work History and the information contained therein accurately summarizes the Injured Party's Work History as extracted from documents and information supplied to me by the Injured Party and/or from other independent sources. If conflicts exist within the information known to me and on which the Work History is based, the information contained in the Work History represents resolution of those conflicts or I have provided the conflicting information to the NGC Bodily Injury Trust (the "Trust") for review. The documentation from which the Work History was extracted is contained within the Injured Party's file, maintained in the regular course of business, and may be reviewed by the Trust upon reasonable advance notice.

I certify, under penalty of perjury, under the laws of the United States of America that the foregoing is true and correct.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Printed Name of Attorney



## 5.b. Affidavit and Indemnity

**NGC BODILY INJURY TRUST  
AFFIDAVIT AND INDEMNITY**

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
("Affiant") (insert name of Affiant) who, being first duly sworn, upon his/her oath states:

1. I am the personal representative of the estate of \_\_\_\_\_ (insert name of decedent) ("Decedent").
2. My official capacity is as \_\_\_\_\_ (administrator, executor, etc.) for the estate of decedent.
3. My social security number is \_\_\_\_\_ (insert).
4. My relationship to decedent is \_\_\_\_\_ (spouse, child, etc.)
5. Decedent's full name is \_\_\_\_\_ (insert).
6. Decedent's social security number is \_\_\_\_\_ (insert).
7. My name is \_\_\_\_\_ (insert name of Affiant), and I live at \_\_\_\_\_ (insert address of Affiant's residence). I am personally familiar with the family and marital history of Decedent, and I have personal knowledge of the facts stated in this affidavit.
8. I knew Decedent from \_\_\_\_\_ (insert date) until \_\_\_\_\_ (insert date). Decedent died on \_\_\_\_\_ (insert date of death). Decedent's place of death was \_\_\_\_\_ (insert place of death). At the time of Decedent's death, Decedent's residence was \_\_\_\_\_ (insert address of Decedent's residence).
9. Decedent's marital history was as follow:  
\_\_\_\_\_  
\_\_\_\_\_  
(insert marital history. If Decedent's spouse is deceased, insert date and place of spouse's death).
10. Decedent had the following children:  
\_\_\_\_\_  
\_\_\_\_\_  
(insert name, birth date, name of other parent, and current address of child or date of death of child and descendants of deceased child, as applicable, for each child).
11. Decedent did not have or adopt any other children and did not take any other children into Decedent's home or raise any other children, except:  
\_\_\_\_\_  
\_\_\_\_\_  
(insert name of child or names of children, or state "none").
12. (Include if Decedent was not survived by descendants.) Decedent's mother was:  
\_\_\_\_\_  
(insert name, birth date, and current address or date of death of mother, as applicable)
13. (Include if Decedent was not survived by descendants.) Decedent's father was:  
\_\_\_\_\_  
(insert name, birth date, and current address or date of death of father, as applicable)



14. (Include if Decedent was not survived by descendants or by both mother and father). Decedent had the following siblings:

\_\_\_\_\_  
\_\_\_\_\_

(insert name, birth date, and current address or date of death of each sibling and parents of each sibling and descendants of each deceased sibling, as applicable, or state "none").

15. Decedent died with / without leaving a written will. (Please cross-out inappropriate response).

16. There has been / has not been administration of the Decedent's estate. (Please cross-out inappropriate response).

17. The following were heirs of the Decedent:

\_\_\_\_\_  
\_\_\_\_\_

(insert name(s) of heirs)

18. I have all requisite legal authority to act for, bind and accept payment on behalf of Decedent and all heirs of Decedent on account of claims against the NGC Bodily Injury Trust ("NGCBIT") and hereby agree to indemnify and hold harmless NGCBIT from any loss, cost, damage or expense arising out of or in connection with the rightful claim of any other person or entity to payments with respect to the Decedent's claims against NGCBIT.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Affiant's Signature

**NOTARY**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed to before me on \_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ (insert name of Affiant)

{SEAL}

\_\_\_\_\_  
Notary Public's Signature

My Commission expires: \_\_\_\_\_

5.c. Certification and Warranty of  
Claimant Representative's  
Authority

**ATTORNEY CERTIFICATION AND WARRANTY  
OF CLAIMANT REPRESENTATIVE'S AUTHORITY**

**This form may be executed by the Attorney only if (i) the Injured Party has a Claimant Representative and (ii) the Affidavit & Indemnity establishing the Claimant Representative's capacity has not been submitted with the claim. (See footnote below.)**

NG - \_\_\_\_\_  
*Claim ID*

\_\_\_\_\_  
*Name of Claimant Representative*

\_\_\_\_\_  
*Capacity of Claimant Representative*

The Attorney certifies and warrants that this claim is filed on behalf of the Injured Party by the Claimant Representative. The information underlying this certification and warranty is true, accurate and complete, and the information is included within the claimant's file and is derived from information provided by the Claimant or the Claimant's Representative. The Claimant Representative is authorized by law in the capacity identified above to file this claim on behalf of the Injured Party.

\_\_\_\_\_  
*Signature of Attorney*

\_\_\_\_\_  
*Printed name*

This page is submitted in replacement of the Attorney Certification and Warranty of Claimant Representative's Authority portion of the claim form for the National Gypsum claim number referenced above.

\*The Affidavit & Indemnity form may be obtained from the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), or by request from the NGCBIT Claims Facility.

## 5.d. Annual Attorney Certification and Release

**ANNUAL ATTORNEY CERTIFICATION AND RELEASE FORM**

This Certification and Release needs to be filed annually for all claims filed with the NGC Bodily Injury Trust (the "Trust"). Upon filing, it will be deemed to relate to each claim paid after the filing date of the Attorney Certification and Release form to the firm identified below (the Filing Firm") and will replace the final paragraph of the Release and Indemnity Agreement required of each claimant prior to payment of an allowed claim. If signed and filed with the Trust prior to October 1 of a given year, this filing will remain effective until December 31 of such year. If signed and filed between October 1 and December 31 of a given year, this filing will remain effective until December 31 of the following year. Any revocation of this filing will be effective upon delivery to the Trust.

As a duly authorized representative of the Filing Firm, the undersigned certifies and represents that:

(a) The Filing Firm is attorney of record for all claims it has filed or will file with the Trust;

(b) The Filing Firm is or will be authorized to file claim forms in support of all claims that have been filed or will be filed with the Trust;

(c) Attorneys or other trained personnel within the Filing Firm have reviewed, and in the future will review, the information submitted on claim forms and all documents submitted in support of claims;

(d) To the best knowledge of the undersigned attorney, based on policies and procedures adopted and implemented by the Filing Firm concerning claims processing:

(i) the information submitted has been, and in the future will be, true, accurate and complete, and/or

(ii) the information has been, and in the future will be, (A) included within the Filing Firm's files and (B) derived from information provided by the claimants, one or more of the claimants' co-workers or the claimants' medical experts; and

(e) The legal effect of the Release and Indemnity Agreement has been or will be fully explained to the claimants by the firm, in person or in writing, prior to the execution of the Release and Indemnity Agreements.

For adequate consideration, the sufficiency of which is hereby acknowledged, the undersigned firm will release any claims or other interests of the firm or its individual attorneys related to the matters released in each Release and Indemnity Agreement.

**Dated:** \_\_\_\_\_, 20\_\_\_\_.

**Firm Name:** \_\_\_\_\_  
\_\_\_\_\_

**Attorney Signature:** \_\_\_\_\_

**Printed name of attorney:** \_\_\_\_\_

**Capacity:** \_\_\_\_\_

**Executed forms should be sent to Linda Harrell.**

Mail: Trust Services, Inc., 2716 Lee Street, Suite 500, Greenville, TX 75401-4107

Fax: 903.453.2169

E-mail: lharrell@trustservices.org

## 5.e. Claim Type Change Form and Instructions

**Law Firm Code:** \_\_\_\_\_

**Attorney Name:**  
\_\_\_\_\_

**Contact Name:**  
\_\_\_\_\_

Submit completed claims to:

**NGC Bodily Injury Trust**  
P. O. Box 1299  
Greenville, Texas 75403-1299  
ngcsubmit@trustservices.org  
www.ngcbitrust.org

**NGCBIT CLAIM TYPE CHANGE**  
**CLAIM FORM**

**Please indicate the type of claim to be filed on behalf of the Injured Party below.**

Expedited Review ("ER")  Individualized Review ("IR")

*(If IR is the type of claim chosen above then the Claim Form Addendum must be completed.)*

Current NG Claim Number: \_\_\_\_\_

**Part 1: INJURED PARTY INFORMATION**

1.1 Injured Party's Full Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_  
SSN: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_

1.2 Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

1.3 Living?  Yes  No If No, Date of Death: \_\_\_\_/\_\_\_\_/\_\_\_\_ **(Provide Death Certificate)**

1.4 If the Injured Party or the Injured Party's estate or heirs has a representative, (the "Claimant Representative"), other than the licensed attorney submitting this claim form, provide the following for the Claimant Representative:

1.4.1 Name: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

1.4.2 Claimant Representative's Capacity (**choose one**):  
 Executor / Administrator / Trustee  Guardian  
 Attorney-In-Fact  Other (specify): \_\_\_\_\_

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_



**Part 4: CLAIM FORM CERTIFICATION**

4.1 This claim is certified by: (check one)

The Injured Party

The Claimant Representative

I, \_\_\_\_\_, certify, under penalty of perjury, that I am authorized to file this Claim Form and I have reviewed the information submitted on this claim form and all documents submitted in support of this claim and that, to the best of my knowledge, the information submitted is true, accurate and complete.

\_\_\_\_\_  
*Signature of Injured Party or Claimant Representative*

\_\_\_\_\_  
*Printed name*

**OR**

The Attorney authorized to file this Claim Form

The undersigned certifies, under penalty of perjury, as follows: I am authorized to file this Claim Form; I, or other trained personnel within my firm, have reviewed the information submitted on this Claim Form and all documents submitted in support of this claim; and to the best of my knowledge, based on policies and procedures adopted and implemented by my firm concerning claims processing, the information submitted is true, accurate and complete, and/or the information is included within the claimant's file and is derived from information provided by the claimant, one or more of the claimant's co-workers or the claimant's medical experts.

\_\_\_\_\_  
*Signature of Attorney*

\_\_\_\_\_  
*Printed name*

**Part 5: ATTORNEY CERTIFICATION AND WARRANTY OF CLAIMANT REPRESENTATIVE'S AUTHORITY**

**This section must be executed by the Attorney only if (i) the Injured Party has a Claimant Representative and (ii) the Affidavit & Indemnity establishing the Claimant Representative's capacity is not submitted with this claim form.<sup>1</sup>**

The Attorney certifies and warrants that this claim is filed on behalf of the Injured Party by the Claimant Representative and that the Claimant Representative is authorized by law to file this claim on behalf of the Injured Party.

\_\_\_\_\_  
*Signature of Attorney*

\_\_\_\_\_  
*Printed name*

<sup>1</sup>The Affidavit & Indemnity form may be obtained from the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), or by request from the NGCBIT Claims Facility.

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_

**NGC Bodily Injury Trust**

**Claim Form Addendum:  
Factors Worksheet**

**Addendum Part 1: DEPENDENT INFORMATION**

1.1 The Injured Party has a total of \_\_\_\_\_ dependents.

*(The NGC Bodily Injury Trust Claimed Dependents Form must be completed in the event (1) more than 2 dependents are claimed for an injured party over 60 years old at the time of filing or (2) more than 4 dependents are claimed. The form may be obtained from the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), or by request from the NGCBIT Claims Facility.)*

**Addendum Part 2: SMOKING HISTORY**

2.1 At the time this claim is filed, the Injured Party (**choose one**):

Never Smoked     Formerly Smoked     Currently Smokes

If **Formerly Smoked or Currently Smokes** is checked, the following **must** be provided:

How many years? \_\_\_\_\_ Average number of packs a day? \_\_\_\_\_ Date last smoked? \_\_\_/\_\_\_/\_\_\_

**Addendum Part 3: MEDICAL AND BURIAL EXPENSES**

If the Injured Party is claiming medical and burial expenses exceeding \$100,000, net of reimbursements and insurance, directly attributable to the claimed asbestos-related disease, documentation must be submitted substantiating the entire amount of the claimed expenses, including reimbursements and unreimbursed, out-of-pocket expenses. Undocumented or incomplete items will not be considered.

3.1 Medical Expenses:

Total expenses, net of reimbursements and insurance, as of the date this claim is filed: \$ \_\_\_\_\_

3.2 Burial Expenses: (if applicable)

Total expenses, net of reimbursement and insurance, as of the date this claim is filed: \$ \_\_\_\_\_

**Addendum Part 4: ECONOMIC LOSS**

Economic losses are defined as lost wages and earnings directly attributable to the claimed asbestos-related disease. If the Injured Party is claiming Economic Losses exceeding \$200,000, documentation must be submitted substantiating the entire amount of the claimed losses commencing on the date of diagnosis to the date determined by the Social Security Administration that the claimant would be eligible for full benefits. Documentation must also include Social Security Administration Report of Earnings covering the period from diagnosis until the claim is filed.

4.1 Gross economic loss:

Total loss as of the date this claim is filed: \$ \_\_\_\_\_

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_

## 5.f. Disease Upgrade Form and Instructions

**Law Firm Code:** \_\_\_\_\_

**Attorney Name:**  
\_\_\_\_\_

**Contact Name:**  
\_\_\_\_\_

Submit completed claims to:

**NGC Bodily Injury Trust**  
P. O. Box 1299  
Greenville, Texas 75403-1299  
ngcsubmit@trustservices.org  
www.ngcbitrust.org

**NGCBIT DISEASE UPGRADE**  
**CLAIM FORM**

**Please indicate the type of claim to be filed on behalf of the Injured Party below.**

Expedited Review ("ER")  Individualized Review ("IR")

*(If IR is the type of claim chosen above then the Claim Form Addendum must be completed.)*

Current NG Claim Number: \_\_\_\_\_

**Part 1: INJURED PARTY INFORMATION**

1.1 Injured Party's Full Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_  
SSN: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_

1.2 Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

1.3 Living?  Yes  No If No, Date of Death: \_\_\_\_/\_\_\_\_/\_\_\_\_ **(Provide Death Certificate)**

1.4 If the Injured Party or the Injured Party's estate or heirs has a representative, (the "Claimant Representative"), other than the licensed attorney submitting this claim form, provide the following for the Claimant Representative:

1.4.1 Name: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

1.4.2 Claimant Representative's Capacity (**choose one**):  
 Executor / Administrator / Trustee  Guardian  
 Attorney-In-Fact  Other (specify): \_\_\_\_\_

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_

**Part 2: MEDICAL HISTORY**

Provide date of diagnosis for each disease claimed. The required medical documentation for each claimed disease must be attached. **See Instructions for Filing a Claim with the NGC Bodily Injury Trust for required medical information for each disease.**

2.1 **Disease** **Date of Diagnosis**  
**Mesothelioma** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Lung Cancer** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

*If Lung Cancer is claimed, it must be supported by evidence as described in Instructions for Filing a Claim with the NGC Bodily Injury Trust.*

**Other Cancer:**

*If Other Cancer is claimed, the date of diagnosis for a Non-Malignant I or II must also be provided below and medical documentation must be submitted to support the existence of both the Other Cancer and the Non-Malignant disease.*

Pharyngeal \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Stomach \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Colon \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Laryngeal \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Rectal \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Esophageal \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Non-Malignant I** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Non-Malignant II** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Part 3: MESOTHELIOMA INFORMATION**

If Mesothelioma is the disease claimed then the following information must be provided.

3.1 The Injured Party's exposure to **NGC** asbestos product(s) as a percentage of his/her total exposure to all asbestos product(s).

25% or less     26% - 50%     51% - 75%     76% - 100%

If 3.1 above is more than 25%, provide verifiable documentation evidencing the Injured Party's higher percentage of exposure to **NGC** asbestos product(s). If no percentage is indicated, this information will default to 25% or less for claim processing purposes.

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_

**Part 4: EXPOSURE AND CLAIM FORM CERTIFICATION**

4.1 This claim is certified by: (check one)

The Injured Party

The Claimant Representative

I, \_\_\_\_\_, certify, under penalty of perjury, that I am authorized to file this Claim Form and I have reviewed the information submitted on this claim form and all documents submitted in support of this claim and that, to the best of my knowledge, the information submitted is true, accurate and complete.

\_\_\_\_\_  
*Signature of Injured Party or Claimant Representative*

\_\_\_\_\_  
*Printed name*

**OR**

The Attorney authorized to file this Claim Form

The undersigned certifies, under penalty of perjury, as follows: I am authorized to file this Claim Form; I, or other trained personnel within my firm, have reviewed the information submitted on this Claim Form and all documents submitted in support of this claim; and to the best of my knowledge, based on policies and procedures adopted and implemented by my firm concerning claims processing, the information submitted is true, accurate and complete, and/or the information is included within the claimant's file and is derived from information provided by the claimant, one or more of the claimant's co-workers or the claimant's medical experts.

\_\_\_\_\_  
*Signature of Attorney*

\_\_\_\_\_  
*Printed name*

**Part 5: ATTORNEY CERTIFICATION AND WARRANTY OF CLAIMANT REPRESENTATIVE'S AUTHORITY**

**This section must be executed by the Attorney only if (i) the Injured Party has a Claimant Representative and (ii) the Affidavit & Indemnity establishing the Claimant Representative's capacity is not submitted with this claim form.<sup>1</sup>**

The Attorney certifies and warrants that this claim is filed on behalf of the Injured Party by the Claimant Representative and that the Claimant Representative is authorized by law to file this claim on behalf of the Injured Party.

\_\_\_\_\_  
*Signature of Attorney*

\_\_\_\_\_  
*Printed name*

<sup>1</sup> The Affidavit & Indemnity form may be obtained from the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), or by request from the NGCBIT Claims Facility.

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_

**Claim Form Addendum:  
Factors Worksheet**

**Addendum Part 1: DEPENDENT INFORMATION**

1.1 The Injured Party has a total of \_\_\_\_\_ dependents.

*(The NGC Bodily Injury Trust Claimed Dependents Form must be completed in the event (1) more than 2 dependents are claimed for an injured party over 60 years old at the time of filing or (2) more than 4 dependents are claimed. The form may be obtained from the NGCBIT website, [www.ngcbitrust.org](http://www.ngcbitrust.org), or by request from the NGCBIT Claims Facility.)*

**Addendum Part 2: SMOKING HISTORY**

2.1 At the time this claim is filed, the Injured Party (**choose one**):

Never Smoked     Formerly Smoked     Currently Smokes

If **Formerly Smoked or Currently Smokes** is checked, the following **must** be provided:

How many years? \_\_\_\_\_ Average number of packs a day? \_\_\_\_\_ Date last smoked? \_\_\_/\_\_\_/\_\_\_

**Addendum Part 3: MEDICAL AND BURIAL EXPENSES**

If the Injured Party is claiming medical and burial expenses exceeding \$100,000, net of reimbursements and insurance, directly attributable to the claimed asbestos-related disease, documentation must be submitted substantiating the entire amount of the claimed expenses, including reimbursements and unreimbursed, out-of-pocket expenses. Undocumented or incomplete items will not be considered.

3.1 Medical Expenses:

Total expenses, net of reimbursements and insurance, as of the date this claim is filed: \$ \_\_\_\_\_

3.2 Burial Expenses: (if applicable)

Total expenses, net of reimbursement and insurance, as of the date this claim is filed: \$ \_\_\_\_\_

**Addendum Part 4: ECONOMIC LOSS**

Economic losses are defined as lost wages and earnings directly attributable to the claimed asbestos-related disease. If the Injured Party is claiming Economic Losses exceeding \$200,000, documentation must be submitted substantiating the entire amount of the claimed losses commencing on the date of diagnosis to the date determined by the Social Security Administration that the claimant would be eligible for full benefits. Documentation must also include Social Security Administration Report of Earnings covering the period from diagnosis until the claim is filed.

4.1 Gross economic loss:

Total loss as of the date this claim is filed: \$ \_\_\_\_\_

Injured Party: \_\_\_\_\_ SSN: \_\_\_\_\_

NGC Bodily Injury Trust  
Disease Upgrade Claim Forms

The NGCBIT permits Disease Upgrades on In-Process claims and Paid claims. In-Process claims are claims that have not been Paid.

**In-Process Claims**

For In-Process claims, a claim may be upgraded from any of the Non-Malignant diseases to another non-malignant disease; from a Non-Malignant disease to any of the cancers; and from any of the Other Cancers to Lung Cancer or Mesothelioma.

To request a Disease Upgrade for an In-Process claim, the Disease Upgrade Claim Form must be submitted along with the new medical documentation supporting the upgraded disease. Upgrading a disease can also be done through the claim view medical screen of the website, [ngcbitrust.org](http://ngcbitrust.org), and then uploading the new medical documentation.

**Paid Claims**

For paid claims, a claim may be upgraded from any of the non-malignant diseases to another higher non-malignant disease; and from any of the non-malignant diseases to a cancer. Paid claims may not be upgraded from one cancer to another cancer. (See Section 3.5 Releases of the NGCBIT CRP.)

To request a Disease Upgrade for a Paid claim, the Disease Upgrade Claim Form must be submitted along with the new medical documentation supporting the upgraded disease. Upgrading a disease can also be done through the claim view medical screen of the website, [ngcbitrust.org](http://ngcbitrust.org), and then uploading the new medical documentation.

Please refer to the Instructions for Filing a Claim with the NGC Bodily Injury Trust if assistance is needed filling out the corresponding portions of the Disease Upgrade Claim Forms.