

United States Court of Appeals

For the Seventh Circuit
Chicago, Illinois 60604

Argued September 16, 2003
Decided August 30, 2004

Before

Hon. Joel M. Flaum, *Circuit Judge*

Hon. Diane P. Wood, *Circuit Judge*

Hon. Ann Clare Williams, *Circuit Judge*

Nos. 03-1494 & 03-1495

Reliance Insurance Co.,

Plaintiff,

v.

Appeals from the United States
District Court for the
Southern District of Indiana,
Indianapolis Division

Raybestos Products Co.,

Defendant/Third-Party Plaintiff-Appellee,

v.

No. IP 97-0027-C-Y/B

Richard L. Young, Judge.

United States Fidelity & Guaranty Co.

and Westchester Fire Insurance Co.,

Third-Party Defendants-Appellants.

ORDER

The published Opinion issued by the Court in the above matter on August 27, 2004 is amended as follows:

Page 3, second full paragraph, section 6. ARBITRATION, first sentence should read:

Should any dispute arise out of or related to this endorsement and contract of insurance which cannot be resolved in the normal course of business with

respect to the validity or interpretation of this insurance contract, or the performance of the respective obligations of the parties to this insurance contract, then, upon written demands of either party to the contract, the matter or matters upon this [sic] [which?] agreement cannot be reached shall be settled by arbitration in accordance with the rules of the American Arbitration Association, or the Defense Research Institute arbitration program.

SO ORDERED.