Ætna

Commercial Insurance Division
One Lincoln Center
P. O. Box 4963
Syracuse, New York 13221–4963
(315) 424-7200

RECE
MAY 06
Corp., Risk ...

May 1, 1985

The Sherwin-Williams Company
101 Prospect Avenue, N.W.
Cleveland, Ohio 44115-1075

Att'n: Thomas M. Locker, Administrator Workers' Compensation

INSURED: SHERWIN-WILLIAMS COMPANY
CLAIMANT **REDACTED**
DATE OF ACCIDENT: NOVEMBER 8, 1978
FILE NUMBER: H 52 CC 4187219 RG

Dear Mr. Locker:

I'm responding to your April 8, 1985 letter on the above-captioned matter.

There appears to be some confusion regarding the settlement agreement and what the $75,000 Sherwin-Williams paid represents. Aetna agreed to contribute $50,000 plus the waiver of its Workers Compensation lien. Aetna's contribution was on behalf of Sherwin-Williams pursuant to its obligations under coverage B of the Employers Liability Section of Sherwin-Williams Workers Compensation policy. Sherwin-Williams $75,000 was not a contribution shared with Aetna representing Sherwin-Williams liability. Sherwin-Williams $75,000 was a contribution on behalf of New Primex Realty Associates pursuant to a Certificate of Insurance dated March 16, 1977 which the Sherwin-Williams Company issued to New Primex Realty Associates naming New Primex as an additional insured.

I've attached a copy of the Certificate of Insurance which Sherwin-Williams never advised Aetna or the MacKenzie Law Firm existed. Attorney Reilly first became aware of this Certificate of Insurance in late February 1985 as evidence by the February 25, 1985 letter to him from Burke and Burke, Counsel for New Primex. Page four of Attorney Reilly's Feburary 21, 1985 letter, which you refer to, sets forth New Primex's demand of Sherwin-Williams with regard to the Certificate of Insurance.