

**Marsh &
McLennan**

DVE - whose case

is this?

Marsh & McLennan, Incorporated
1221 Avenue of the Americas
New York, New York 10020-1011
Telephone 212 997-2000

32395

LIT

BERNARDINO V UCC

COFF

October 2, 1989

Donald M. Huffer, CPCU
Environmental Claim Manager
Kemper National P&C Companies
Long Grove, Illinois 60049-0001

Re: Insured: Union Carbide Corporation
Claimant: Joan Bermadino
Your File#: 155 QN 006923N

Dear Mr. Huffer:

In reference to the above captioned matter
I acknowledge receipt of your letter of
September 26, 1989 to Mr. E. D. DeLoughy
of Union Carbide Corporation which will
be forwarded to him for his information
and comments, if any.

As broker of Union Carbide Corporation,
Marsh & McLennan would like to state that the
insured waives none of their rights under the
terms and conditions of their policies of
insurance to challenge any Reservations of
Rights or disclaimers of coverage made now or
in the future should the need arise.

Very truly yours,

Horace Passananti
Casualty Claims Dept.

HP:so
Enclosure

cc: E. D. DeLoughy (w/encl)
M. A. Marchie (w/encl)

RECEIVED

1989

B. L. WHITE

PRIVILEGED AND
"CONFIDENTIAL MATERIAL
SUBJECT TO PROTECTIVE
ORDER"

UCC 075209

RECEIVED

OCT 04 1989

~~E. A. PLUM JR.~~



Lumbermens Mutual Casualty Company • American Motorists Insurance Company
American Manufacturers Mutual Insurance Company • American Protection Insurance Company
Long Grove, IL 60049-0001 • 312/540-2000

September 15, 1989

Mr. E. D. DeLoughy
Risk Management Department
Union Carbide Corporation
39 Old Ridgebury Road
Danbury, Connecticut 06817

RE: INSURED: UNION CARBIDE CORPORATION
CLAIMANT: JOAN BERNADINO (ROBERT)
OUR FILE NUMBER: 155 QN 006923 N

Dear Mr. DeLoughy:

We have received the captioned matter including Summons and Complaint bringing action in the Superior Court of New Jersey, Middlesex County, Law Division, case number L-10277-89.

It appears that the bodily injury alleged in this claim may not have occurred during our policy period.

In bodily injury cases resulting from exposure to chemical substances, American Motorists Insurance Company ("AMICO") adheres to the principles set forth in American Home Products Corporation vs. Liberty Mutual Insurance Company, 565 F. Supp. 1485 (SD NY 1983), 748 Fed. 2d. (Sec. Cir. 1984), which states that the date of plaintiff's "actual injury" is the date which triggers coverage under a given insurance policy.

The complaint in this matter alleges that the decedent, Robert Bernadino, was exposed to various toxic chemicals while employed by the Amboy Terminating Company from 1960-1987. It is, however, silent as to when he was diagnosed with any injury or when his "actual injury" might have occurred. Please provide any information you might have or obtain which might more clearly indicate the date of the decedent's "actual injury."

Also, as a matter of public policy, punitive damages may not be covered by a policy of insurance in the state of New Jersey.

For these reasons, among others, we must fully reserve all our rights under the policy until such time as we can determine if your policy would cover this claim.

In stating the above reasons for reserving its rights, AMICO does not waive the right to cite additional reasons should they become apparent in the future. AMICO also reserves the right to deny coverage should this be deemed appropriate.

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UCC 075210

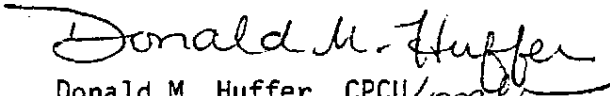
Mr. E. D. DeLoughy
September 15, 1989
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We suggest you notify your current carrier of this matter.

If you have any questions, please feel free to contact me or Raymond Deckert at (312) 540-2088. Please keep us advised of developments as this case progresses.

Very truly yours,

AMERICAN MOTORISTS INSURANCE COMPANY


Donald M. Huffer, CPCU/*mph*
Environmental Claim Manager

DMH/dm

cc: M. A. Marchie, NAC, Summit
Betty Lynn White, Law Department, Union Carbide

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