



# Golden Eagle Insurance.

A Liberty Mutual Company

Eric S. Rinehimer  
Complex & Emerging Risks Claims Dept.  
100 Liberty Way  
P.O. Box 1525  
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800-344-0213

May 31, 2012

**Via Electronic Mail Only:**  
**[Heather.McLaughlin@ci.benicia.ca.us](mailto:Heather.McLaughlin@ci.benicia.ca.us)**

Heather McLaughlin, City Attorney  
City of Benicia, California  
250 East "L" Street  
Benicia, CA 94510-3285

**Putative Policyholder:** City of Benicia, California  
**Claimant:** California EPA, Department of Toxic Substances Control  
**Claim Number:** P 21D-292955-01  
**Putative Underwriting Co.:** General Insurance Company of America  
**Site:** Former Benicia Arsenal

Dear Ms. McLaughlin,

This letter further responds to correspondence dated May 1, 2011 from Mark O'Brien, CEO of Environmental Risk Services Corporation, on behalf of the City of Benicia, California ("the City") regarding the above-captioned matter.

As you will recall, Mr. O'Brien's correspondence references what it identifies as General Insurance Company of America ("General") insurance policy no. BLP 189415 (for the period from March 5, 1962 to March 5, 1965) and General insurance policy no. BLP 239833 (for the period from March 10, 1965 to March 10, 1966) and states in part: "The City's records indicate that it was insured under the above-referenced general liability policies during the indicated terms." In a May 7, 2012 email to Mr. O'Brien, we requested that the City provide evidence of such policies, or any other policies that it believes were issued to it by General.

By voicemail message to Mr. O'Brien on May 23, 2012, we advised that we had not located any policies under which the City is seeking insurance coverage, and reiterated our prior request to be provided with any evidence on which the City has based its contention that it was insured by General. To date, we have not received such evidence or any substantive response to our requests. If the City has copies of any such alleged policies or any other documentation or information concerning any such alleged policies, please forward any such materials to my attention at your earliest opportunity.

In the absence of any such liability policies, there is no possibility of any coverage provided by General for the claim asserted against the City in this instance. Consequently, General has no duty and therefore, declines to defend the City with respect to this matter or to indemnify the City for any resulting response costs, settlement or judgment paid or incurred by it.

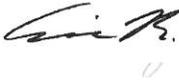
Heather McLaughlin, Esq.  
June 1, 2012

Moreover, even if the alleged policies were located, as the claim against the City is not a suit, it would appear that General would have no duty under any such policies to defend the City, or to indemnify the City for any response costs it may incur, in connection with this matter.

This correspondence is not intended and should not be construed as a waiver of any policy provisions (including conditions and exclusions) of any policy or policies allegedly issued by General, or a waiver of any right or basis which General may have to disclaim coverage. General reserves all rights under any and all alleged policies and under applicable law.

Should you have any questions concerning this letter or wish to discuss this matter for any reason, please feel free to contact me directly by telephone at 603-970-2104, or via email at the following address: [Eric.Rinehimer@LibertyMutual.com](mailto:Eric.Rinehimer@LibertyMutual.com).

Sincerely,



Digitally signed by Rinehimer, Eric  
DN: dc=com, dc=lmig, dc=lm, ou=LM  
Users, ou=New-England,  
ou=DoverNH0096, ou=Users,  
cn=Rinehimer, Eric,  
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Date: 2012.06.01 17:34:57 -0400

Eric S. Rinehimer  
Environmental Claim Specialist III

cc: Mark O'Brien, CEO  
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