

Re: Smith v. Acme Insurance Company

Dear Mr.

I will be representing Acme Insurance Company in connection with the claims for uninsured motorist benefits you are advancing in behalf of Susan Smith.

Implicit in the insurance policy in issue is our entitlement to certain areas of discovery. I will need, within twenty days of the first agreed upon arbitration date, the following proofs in full:

1. MEDICAL AND ECONOMIC LOSS

A detailed description of the nature and extent of all medical bills involved here, and copies of any and all expert reports (medical or otherwise) you intend to rely upon at the time of arbitration.

2. WITNESSES

Please supply the name, address and telephone number of each occupant of the vehicle at the time of the loss, as well as any other individuals known by each who witnessed the accident.

3. OTHER ACTIONS

Please provide the name, docket number and court in which any related proceedings are now taking place. I would also ask that you supply me with copies of any and all discovery that has been made in connection with these matters, if they exist.

4. SWORN STATEMENT

The underlying uninsured motorist endorsement involved here entitles respondent to a sworn statement from your client. I propose to take Ms. Smith's deposition, and I would request that you communicate with her in order to obtain convenient dates.

5. OTHER INSURANCE

Identify any and all relatives residing in the claimant's household who maintained automobile insurance on policies distinct from the policy against which the present UM claims are made.

6. SETTLEMENTS AND/OR JUDGMENTS

Please state whether your clients have entered into any settlement, or obtained any judgment, in connection with the accident in question.

7. TORT THRESHOLD

Please set forth the applicable tort threshold purchased by your client on any automobile insurance upon which he is a named insured, or the spouse of a named insured.

Please understand that this letter, and our request that you provide us with the information set forth above in order to get the arbitration process going, is without prejudice to any questions of coverage that may exist in this matter. We reserve the right to contest all coverage questions at a later time should they in fact arise.

The Acme Insurance Company automobile policy in question here does not make provision for American Arbitration Association processing of this claim. I am, therefore, requesting that you voluntarily withdraw this matter from AAA administration. I have advised AAA under separate cover that we will not recognize their jurisdiction.

I will name an arbitrator under separate cover.

Thank you very much for your cooperation. If you have questions, please don't hesitate to communicate with me at your convenience.

Very truly yours,