

DOCKET NO. MMX-CV16-6014975-S : SUPERIOR COURT
MARK HOBEN : J.D. OF MIDDLESEX
V : AT MIDDLETOWN
LIBERTY MUTUAL INSURANCE : MARCH 17, 2016
COMPANY

ANSWER & SPECIAL DEFENSE

1. As to the allegations contained in Paragraph 1, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

2. As to the allegations contained in Paragraph 2, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

3. As to the allegations contained in Paragraph 3, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

4. As to the allegations contained in Paragraph 4, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

5-6. As to the allegations contained in Paragraphs 5 and 6, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

7. As to the allegations contained in Paragraph 7, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

8. As to the allegations contained in Paragraph 8, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

9. As to the allegations contained in Paragraph 9, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

10. As to the allegations contained in Paragraph 10, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

11. As to the allegations contained in Paragraph 11, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

12. As to the allegations contained in Paragraph 12, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

13. The allegations contained in Paragraph 13 are admitted.

14. As to the allegations contained in Paragraph 14, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

15. As to the allegations contained in Paragraph 15, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

16. As to the allegations contained in Paragraph 16, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

17. As to the allegations contained in Paragraph 17, the undersigned Defendant has insufficient information or knowledge upon which to form a belief and therefore, leaves the Plaintiff to his proof.

18. The allegations contained in Paragraph 18 are denied.

19. The allegations contained in Paragraph 19 are denied.

FIRST SPECIAL DEFENSE

To the extent it is found that the Defendant, Liberty Mutual Insurance Company, had in effect at the time of this loss a policy covering the Plaintiff with uninsured or underinsured motorist limits of \$250,000/500,000.00 per person, the plaintiff is thereby limited to that amount with any damages she may receive in this lawsuit.

SECOND SPECIAL DEFENSE

The Defendant, Liberty Mutual Insurance Company, is entitled to a set off from its coverage for any amount paid in the liability portion of the tortfeasor's policy.

THIRD SPECIAL DEFENSE

The Plaintiff must exhaust subject liability policy of the tortfeasor before they maintain an underinsured motorist claim against the Defendant Liberty Mutual Insurance Company.

FOURTH SPECIAL DEFENSE

The Defendant, Liberty Mutual Insurance Company, is entitled to a coverage reduction for any workers' compensation or liability benefits paid to the Plaintiff as a result of the injuries allegedly sustained in the subject accident.

FIFTH SPECIAL DEFENSE

The Defendant, Liberty Mutual Insurance Company is entitled to a set off from any award made to the plaintiff in this matter for any no-fault or collateral source payments made to the Plaintiff resulting from this claim.

THE DEFENDANT,
LIBERTY MUTUAL INSURANCE
COMPANY

By _____
Robert E. Henry, Esq.
**Law Offices of Meehan, Turret &
Rosenbaum**
108 Leigus Road, 1st Floor
Wallingford, CT 06492
Tel. # 203-294-7800
Juris #

CERTIFICATION

This is to certify that all personal identifying information was redacted pursuant to *Practice Book Section 4-7*. This will further certify the foregoing was mailed via U.S. Mail, postage pre-paid or electronically delivered pursuant to *Practice Book Section 10-14* on this 17th day of March, 2016.

Attorney for Plaintiff

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Robert E. Henry
Commissioner of the Superior Court