

**RETURN DATE: [DATE] : SUPERIOR COURT**

**[NAME OF PLAINTIFF] : [NAME OF JUDICIAL DISTRICT]**

**v. : AT [TOWN]**

**[NAME(S) OF DEFENDANT(S)] : [DATE]**

### **COMPLAINT**

**FIRST COUNT: (Double or Treble Damages Pursuant to General Statutes § 14-295)**

1. At all times mentioned herein, the defendant, [Name of Defendant], was the operator and owner of a [Type of vehicle] sport utility vehicle.
2. On or about [DATE] at approximately [TIME], the defendant was operating his vehicle in an [DIRECTION TRAVELING] direction on [NAME OF STREET], a public highway in [CITY], Connecticut.
3. At all times mentioned herein, the plaintiff, [NAME OF PLAINTIFF], was the operator and owner of a [TYPE OF VEHICLE] automobile and was operating his vehicle in a [DIRECTION TRAVELING] direction on [NAME OF STREET] in [CITY], Connecticut.
4. As the defendant was driving westbound, the defendant, suddenly and without warning, crossed the double yellow lines into the path of oncoming traffic and into plaintiff's lane of travel.
5. As a result of the defendant's crossing into plaintiff's lane, the defendant's vehicle struck the vehicle driven by [NAME OF PLAINTIFF], causing severe injuries to [NAME OF PLAINTIFF].
6. The collision was caused by the reckless conduct of the defendant in that he:
  - (a) Recklessly operated his vehicle at an unreasonable rate of speed, in violation of Connecticut General Statutes § 14-218a
  - (b) Recklessly operated his vehicle in violation of Connecticut General Statutes § 14-219 by speeding;
  - (c) Recklessly operated his vehicle in violation of Connecticut General Statutes § 14-227a by driving while under the influence of intoxicating liquors; and
  - (d) Recklessly operated his vehicle in violation of Connecticut General Statutes § 14-222 in such a manner as to endanger the life of [NAME OF PLAINTIFF].
7. The defendant's recklessness, as described above, was a substantial factor in causing plaintiff to suffer serious and painful injuries, including but not limited to the following:

[LIST SPECIFIC INJURIES]

8. As a result of suffering these injuries, [NAME OF PLAINTIFF] has incurred and will continue to incur expenses for hospital/medical care and treatment, physical therapy, x-rays, possible surgery, diagnostic imaging procedures, surgical appliances, prescription drugs, and similar expenses for his care and treatment, all to [HIS/HER] financial loss.

9. As an additional result of suffering these injuries, [NAME OF PLAINTIFF] has been caused to lose time and wages from his employment and will suffer a reduction in his future earning capacity, all to [HIS/HER] financial loss.

10. As a further result of having sustained these injuries, [NAME OF PLAINTIFF] has been caused to suffer an overall physical pain and permanent disability.

11. As a further result of suffering these injuries, [NAME OF PLAINTIFF] has suffered and will continue to suffer a reduction in [HIS/HER] ability to carry on a enjoy all of life's activities.

12. The defendant is liable to [NAME OF PLAINTIFF] for damages, including double or treble damages pursuant to Connecticut General Statutes § 14-295.

**SECOND COUNT: (Negligence of [NAME OF DEFENDANT])**

1-5. Paragraphs 1 through 5 of the First Count are hereby incorporated and made paragraphs 1 through 5 of this Second Count, with the same force and effect as if fully set forth herein.

6. The collision was caused by the carelessness and negligence of the defendant in that [HE/SHE]:
- (a) Operated [HIS/HER] vehicle at an unreasonable rate of speed, in violation of Connecticut General Statutes § 14-218a;
  - (b) Operated [HIS/HER] vehicle in violation of Connecticut General Statutes § 14-219 by speeding;
  - (c) Operated [HIS/HER] vehicle in violation of Connecticut General Statutes § 14-231 by driving crossing into Plaintiff's lane of travel and failing to yield the right of way;
  - (d) Operated [HIS/HER] vehicle in violation of Connecticut General Statutes § 14-235 by driving on the left side of the roadway;
  - (e) Operated [HIS/HER] vehicle in violation of Connecticut General Statutes § 14-227a by driving while under the influence of intoxicating liquors;
  - (f) Operated [HIS/HER] vehicle recklessly in a manner which endangered the life of [Name of Plaintiff], in violation of Connecticut General Statutes § 14-222;
  - (g) Failed to maintain proper control of [HIS/HER] vehicle at all times mentioned herein;
  - (h) Failed to brake;
  - (i) Failed to keep a proper lookout;

- (j) Failed to swerve to avoid striking the [Name of Plaintiff] vehicle;
- (k) Operated [HIS/HER] vehicle at an unreasonable speed; and
- (l) Drove his vehicle when he was physically unable to drive safely.

7. The negligence of the defendant, as described above, was a substantial factor in causing [NAME OF PLAINTIFF] to suffer the following serious and painful injuries, including but not limited to the following:

[LIST SPECIFIC INJURIES]

8. As a result of suffering these injuries, [NAME OF PLAINTIFF] has incurred and will continue to incur expenses for hospital/medical care and treatment, physical therapy, x-rays, possible surgery, diagnostic imaging procedures, surgical appliances, prescription drugs, and similar expenses for [HIS/HER] care and treatment, all to [HIS/HER] financial loss.

9. As an additional result of suffering these injuries, [NAME OF PLAINTIFF] has been caused to lose time and wages from [HIS/HER] employment and will suffer a reduction in [HIS/HER] future earning capacity, all to [HIS/HER] financial loss.

10. As a further result of having sustained these injuries, [NAME OF PLAINTIFF] has been caused to suffer an overall physical pain and permanent disability.

11. As a further result of suffering these injuries, [NAME OF PLAINTIFF] has suffered and will continue to suffer a reduction in his ability to carry on and enjoy all of life's activities.

**THIRD COUNT: (Underinsured Motorist Coverage as to [Name of Insurance Company Defendant])**

1. At all times mentioned herein, the defendant [NAME OF INSURANCE COMPANY DEFENDANT] (hereinafter "[NAME OF INSURANCE COMPANY DEFENDANT]"), was a corporation domiciled in a foreign State and authorized by the Insurance Commissioner of the State of Connecticut to transact business within the State of Connecticut. Defendant [Name of Insurance Company Defendant] was and continues to be in the business of writing various types of insurance including, but not limited to, automobile liability insurance policies.

2. On or about [DATE] and for some time prior thereto, the plaintiff [NAME OF PLAINTIFF], had a contract for automobile insurance with defendant [NAME OF INSURANCE COMPANY DEFENDANT] under the provision of an insurance policy designated as Policy Number US 207107827, which policy included coverage for Uninsured and Underinsured Motorist benefits.

3. At all times mentioned herein, all premiums due on said policy had been paid by the plaintiff, [NAME OF PLAINTIFF], and said policy was in full force and effect.

4-15. Paragraphs 1 through 11 of the Second Count are hereby incorporated in and made paragraphs 4 through 15 of this Third Count, with the same force and effect as if fully set forth herein.

16. The said motor vehicle owned and operated by the tortfeasor, defendant [NAME OF DEFENDANT], is underinsured and the said tortfeasor does not have enough motor vehicle liability insurance with which to compensate the plaintiff for his injuries and losses as a result of this accident.

17. Said injuries and losses by the plaintiff [NAME OF PLAINTIFF] are therefore the legal responsibility of the defendant [Name of Insurance Company Defendant] pursuant to the terms of said contract of insurance with [NAME OF PLAINTIFF] and in accordance with Section 38a-336 of the Connecticut General Statutes.

**FOURTH COUNT: (Negligence of [NAME OF INSURANCE COMPANY DEFENDANT])**

1. At all times mentioned herein, the defendant, [NAME OF INSURANCE COMPANY DEFENDANT], was a corporation domiciled in Connecticut and authorized to transact business within the State of Connecticut. Defendant [NAME OF INSURANCE COMPANY DEFENDANT] was and continues to be, in business as an insurance agent obtaining for its clients various types of insurance including, but not limited to, automobile liability insurance policies.

2. At all times mentioned herein, the defendant, [NAME OF INSURANCE COMPANY DEFENDANT] (hereinafter “[NAME OF INSURANCE COMPANY DEFENDANT]”), was a corporation domiciled in a foreign State and authorized by the Insurance Commissioner of the State of Connecticut to transact business within the State of Connecticut. Defendant [NAME OF INSURANCE COMPANY DEFENDANT] was and continues to be in the business of writing various types of insurance including, but not limited to, automobile liability insurance policies.

3. On or about [DATE], and for some time prior thereto, the plaintiff [NAME OF PLAINTIFF] had a contract for automobile insurance with defendant [NAME OF INSURANCE COMPANY DEFENDANT] under the provision of an insurance policy designated as Policy Number [POLICY NUMBER], which policy included coverage for Uninsured and Underinsured Motorist benefits.

4. At all times mentioned herein, all premiums due on said policy had been paid by the plaintiff, [NAME OF PLAINTIFF], and said policy was in full force and effect.

5. The policy of insurance referenced above that [NAME OF PLAINTIFF] had with defendant [NAME OF INSURANCE COMPANY DEFENDANT] was purchased through defendant [NAME OF INSURANCE COMPANY DEFENDANT], which acted as the insurance agent for [NAME OF PLAINTIFF], by and through its employees.

6-17. Paragraphs 1 through 11 of the Second Count are hereby incorporated in and made paragraphs 6 through 17 of this Fourth Count, with the same force and effect as if fully set forth herein.

18-19. Paragraphs 16 and 17 of the Third Count are hereby incorporated in and made paragraphs 18 and 19 of this Fourth Count, with the same force and effect as if fully set forth herein.

20. Connecticut General Statutes § 38a-336 requires insurers to provide underinsured motorist coverage to its insureds “with limits requested by any named insured upon payment of the appropriate premium, provided each such insurer shall offer such coverage with limits that are twice the limits of the bodily injury coverage of the policy issued to the named insured.”

21. Further, Connecticut General Statutes § 38a-336 requires insurers to provide underinsured motorist coverage to its insureds “with limits for bodily injury and death equal to those purchased to protect against loss resulting from the liability imposed by law unless any named insured requests in writing a lesser amount ... No such written request for a lesser amount shall be effective unless any named insured has signed an informed consent form ... ”

22. Connecticut General Statutes § 38a-336 requires insurers to offer conversion coverage to its insured who purchase underinsured motorists insurance. If conversion coverage is purchased, then “in no event shall the underinsured motorists coverage be reduced on account of any payment by or on behalf of the tortfeasor or any third party.”

23. Defendant [NAME OF INSURANCE COMPANY DEFENDANT] negligently failed to inform [NAME OF PLAINTIFF] of these requirements, negligently failed to obtain any written request or informed consent to obtain a lesser amount of underinsured motorist coverage than liability coverage from [NAME OF PLAINTIFF], negligently failed to offer doubled underinsured motorists coverage and conversion coverage to [NAME OF PLAINTIFF] and negligently and inadequately advised [NAME OF PLAINTIFF] concerning the amount of underinsured motorist coverage which he should purchase to properly protect [HIMSELF/HERSELF] and [HIS/HER] family.

24. The policy of insurance referenced above that [NAME OF PLAINTIFF] provided by [NAME OF INSURANCE COMPANY DEFENDANT] stated limits of liability coverage at \$500,000.00, while the underinsured motorist coverage limits were \$100,000.00, a substantially lesser amount.

25. Defendant [NAME OF INSURANCE COMPANY DEFENDANT], in violation of Connecticut General Statutes § 38a-336, negligently wrote the above referenced policy of insurance to [NAME OF PLAINTIFF] with lesser limits for underinsured motorist coverage than liability coverage, without obtaining a written request or informed consent from [NAME OF PLAINTIFF] and without offering either doubled underinsured motorist coverage or conversion coverage.

26. As a proximate result of this negligence on the part of [NAME OF INSURANCE COMPANY DEFENDANT], the plaintiff has been deprived of recovering underinsured motorist damages in the full amount required to be provided by insurers under the law, up to an amount equal to twice his liability coverage in excess of any amount paid by or on behalf of the tortfeasor.

WHEREFORE, THE PLAINTIFF CLAIMS AND PRAYS FOR:

1. Monetary damages;
2. Double or treble damages in accordance with Connecticut General Statutes, § 14-295, and such other and further relief as the Court deems just and proper.

Dated at [CITY], Connecticut this [DATE] day of [MONTH], [YEAR].

THE PLAINTIFF

By \_\_\_\_\_

[NAME OF ATTORNEY]

[NAME OF LAW FIRM]

[ADDRESS OF LAW FIRM]

[PHONE NO. OF LAW FIRM]

[JURIS NO.]

**PLEASE ENTER AN APPEARANCE  
FOR THE PLAINTIFF:**

[NAME OF LAW FIRM]

[ADDRESS OF LAW FIRM]

[PHONE NO. OF LAW FIRM]

[JURIS NO.]

**RETURN DATE: [DATE] : SUPERIOR COURT**

**[NAME OF PLAINTIFF] : [NAME OF JUDICIAL DISTRICT]**

**v. : AT [TOWN]**

**[NAME(S) OF DEFENDANT(S)] : [DATE]**

**AD DAMNUM**

Plaintiff claims damages in excess of Fifteen Thousand Dollars (\$15,000.00) exclusive of interest and costs, and additional money damages as are proper, including but not limited to, damages pursuant to § 14-295 of Connecticut General Statutes, and such other damages as the Court deems just and proper. This matter is within the jurisdiction of this Court.

THE PLAINTIFF

By \_\_\_\_\_

[NAME OF ATTORNEY]

[NAME OF LAW FIRM]

[ADDRESS OF LAW FIRM]

[PHONE NO. OF LAW FIRM]

[JURIS NO.]