

IN THE COUNTY COURT OF COUNTY, MISSISSIPPI

PLAINTIFF

VS.

NO.

DEFENDANT

AMENDED COMPLAINT

COMES NOW the Plaintiff, and for its cause of action against the Defendant, , would show unto the Court the following:

1. That the Plaintiff, , is a Mississippi corporation authorized and licensed to do business in the State of Mississippi and is doing business in the State of Mississippi and whose principal place of business is located at

2. That the Defendant, , is a Mississippi resident doing business in County, Mississippi, and who may be served with process of this court at his/her business address of

3. That on or about the Plaintiff and Defendant entered into a Brokerage Agreement wherein Plaintiff agreed to issue insurance policies for Defendant's accounts, and Defendant agreed to pay all premiums on insurance policies to Plaintiff when due, whether or not they were collected by Defendant from the insured. A copy of said Brokerage Agreement is attached hereto and made a part hereof as Exhibit " ".

4. On or about at the request of Defendant, Plaintiff provided an insurance policy, No. providing general liability coverage, manufacturers' and Contractor's

coverage, and completed operations and products liability coverage to [redacted] for its business year. That the policy premium was derived on the basis of the insured's payroll and receipts. Pursuant to the terms of the policy the issuer of the policy had the right to audit the insured's business to ensure that the premium collected was sufficient in regards to the insured's exposure on its payroll and receipts.

5. Policy No. [redacted] was renewed for the [redacted] year with the same policy number. In [redacted], policy No. [redacted] was renewed for the [redacted] year by policy No. [redacted]. After the renewal of the policy for the [redacted] year, a physical audit of [redacted]'s business year was conducted, pursuant to the policy terms. On [redacted] an Audit Statement was issued which revealed that an additional premium of \$ [redacted] plus \$ [redacted] in tax was due on Policy No. [redacted].

6. As a result of the findings of the audit of [redacted]'s business year, an endorsement on policy No. [redacted] for the [redacted] year, was issued in [redacted], to update the insured's payroll exposure on the policy covering the [redacted] business year. An additional premium of \$ [redacted] plus \$ [redacted] in tax was due on policy No. [redacted] at the time the endorsement was issued. The insured, [redacted], failed to pay the audit premium due on policy No. [redacted] and the additional endorsement premium due on policy NO. [redacted]. Policy No. [redacted] was cancelled on [redacted] for failure to pay said premiums. That less all credits and commissions due [redacted], the sum of \$ [redacted] remains due and owing on policies No. [redacted] and No. [redacted].

7. Pursuant to Section 4 of the Brokerage Agreement Defendant is obligated to pay all premiums to Plaintiff regardless of whether the premiums are collected by Defendant. On or about [redacted] Plaintiff sent Defendant a demand letter requesting payment by Defendant of the additional audit and endorsement premiums pursuant to Section 4 of the contract. Defendant failed to remit the sums due for said premiums and as a result, Plaintiff cancelled the Brokerage Agreement with Defendant.

8. That written demand has been made upon Defendant by Plaintiff's counsel for payment of said audit and endorsement premiums, but Defendant has wholly failed and refused to pay the same and is now indebted to Plaintiff for said premiums in the sum of [redacted] Dollars

(\$ _____), together with interest thereon at the rate of _____ percent (_____ %) per annum from and after judgment, plus a reasonable attorney's fee pursuant to Section 5 of the Brokerage Agreement.

WHEREFORE, Plaintiff brings this action and demands judgment against the Defendant in the sum of \$ _____, together with interest at the rate of _____ percent (_____ %) per annum from and after judgment until paid, plus a reasonable attorney's fees and all costs incurred herein.

Respectfully submitted,

BY: _____

Attorney for Plaintiff