

**JOHN LAWYER, ESQ.
12 MAIN STREET
ANYWHERE, USA
Attorneys for Plaintiffs**

JOHN DOE AND JANE DOE,

Plaintiffs,

vs.

ABC INSURANCE COMPANY,

Defendant.

**SUPERIOR COURT OF NEW JERSEY
[insert] COUNTY
LAW DIVISION**

DOCKET NO. :

CIVIL ACTION

COMPLAINT AND JURY DEMAND

Plaintiffs, John Doe and Jane Doe residing at [insert address], complaining of the Defendant, say:

FIRST COUNT

On or about [insert], Plaintiff, John Doe was involved in an automobile accident at [insert accident information].

Plaintiff, John Doe, was insured by defendant, ABC Insurance Company for underinsured motorist coverage under policy number _____.

Plaintiff, John Doe, paid for the said insurance policy so that he would have adequate insurance coverage including underinsured coverage.

The other driver in the automobile accident was [insert]. [insert] was underinsured. The accident was his fault.

Plaintiff, John Doe was severely injured in the automobile accident. His wife, Jane Doe, suffered the loss of his services and consortium.

[Insert] insurance company offered to pay the policy limits of \$[insert] and Defendant, ABC Insurance Company, consented to the settlement.

Plaintiffs notified ABC Insurance Company of an underinsured motorist coverage

claim in a timely manner.

Pursuant to the policy, ABC Insurance Company, had a duty to pay for the value of Mr. and Mrs. Doe=s injuries with a credit for the \$[insert] payment.

Defendant, ABC Insurance Company breached its duty of good faith to Plaintiff.

Plaintiffs demanded ABC Insurance Company offer its policy limits, or \$[insert], including a credit for the \$[insert] previously paid by [insert] insurance company.

ABC Insurance Company has not offered any money despite the fact that Plaintiff was severely injured, incurred expenses, and required surgery.

Defendant, ABC Insurance Company, failed to properly process the UIM claim and breached its duties of good faith to its insured under the policy and under law.

Defendant=s conduct was wrongful.

As a direct result, Plaintiffs have suffered damages and financial hardship.

WHEREFORE, Plaintiffs demand judgment against Defendant, ABC Insurance Company, for damages, punitive damages, counsel fees, interest and costs of suit.

SECOND COUNT

Plaintiffs repeat the allegations of the First Count as if set forth herein.

This case was arbitrated, on [insert date], by three arbitrators, pursuant to the insurance policy.

The arbitrators awarded \$[insert], subject to the \$[insert credit for a net award of \$ [insert].

Defendant, ABC Insurance Company rejected the arbitration award.

Defendant, ABC Insurance Company=s action was in bad faith.

Defendant, ABC Insurance Company, has pursued a bad faith pattern of behavior

throughout the claim and has mistreated its insured.

Defendant, ABC Insurance Company, collected premiums for its insurance policy but then chose not to pay a fair amount pursuant to its policy of insurance with plaintiffs.

As a direct result, plaintiffs have suffered damages and financial hardship.

WHEREFORE, Plaintiffs, John and Jane Doe, demand judgment against the Defendant for damages, punitive damages, counsel fees, interest and costs of suit.

THIRD COUNT

Plaintiffs repeat the allegations of the First and Second Counts as if set forth herein in their entirety.

Plaintiffs, John Doe was the husband of Plaintiff, Jane Doe at all times relevant hereto.

As a result of the injury of her husband, Plaintiff, Jane Doe, was deprived of his services and consortium and was required to provide services and care to him.

WHEREFORE, Plaintiff, Jane Doe, demands judgment against the Defendant for damages, punitive damages, interest, counsel fees, and costs of suit.

Dated:

JOHN LAWYER

DESIGNATION OF TRIAL COUNSEL

Pursuant to rule 4:25-4, John Lawyer, is hereby designated as trial counsel for Plaintiffs, John Doe and Jane Doe in the above matter.

Dated:

JOHN LAWYER

CERTIFICATION OF NO OTHER ACTION

Pursuant to rule 4:5-1, it is hereby stated that the matter in controversy is not the subject of any other action pending in any other Court or of a pending Arbitration Proceeding to the best of my knowledge or belief. Also, to the best of my belief, no other action or Arbitration Proceeding is contemplated. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in the above action. In addition, we recognize the continuing obligation of each party to file and serve on all parties and the Court an amended Certification if there is a change in the facts stated in this original Certification.

JOHN LAWYER