

Instruction: This is a model letter. Adapt to fit your facts and circumstances.

D A T E

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

N A M E
C O M P A N Y
A D D R E S S L I N E
C I T Y , S T A T E Z I P C O D E

RE: , Inc. v. Services,
 and d/b/a , Inc.
 Policy No.

Dear Sir/Madam:

Our firm represents , Inc. Our clients have retained us to file suit against your company in order to recover losses it suffered as a result of certain actions and inactions on the part of your company.

The basic facts are as follows: On or about D A T E, N A M E d/b/a (Submitting Agent) faxed a copy of an executed Service Agreement to our client, , Inc. (General Agent) on behalf of , Inc., which Agreement showed that your company was financing \$ of the premium due on the policies issued to , Inc. Based on this executed Agreement, and in accordance with our client's company practice, was given provisional credit for the payment of these premiums. At the time we received the Service Agreement in question, we knew that had financed premiums for various policies with your company on numerous prior occasions. Based on our prior course of dealing with your company, we expected to receive a check in the amount of \$ for the premiums financed. Also, in accordance with the prior course of dealing between the parties, my client forwarded its check to in payment of the cost for issuance of the policy. Thereafter, received two endorsement returns for this policy (Checks # and), both of which were made payable to and . endorsed these checks and forwarded them to . According to our records, cashed the checks and retained these funds. Subsequently, a review of 's records indicated that the \$ purportedly financed with had never been received. At that point, began investigating this matter and discovered that asserted that it never financed the premium in question.

To date, has been unsuccessful in collecting the premium of \$ which was represented to have been financed by from either the submitting agent or the insured. It is our position that is liable to for this amount, because never notified that

it was not financing the premiums for the policy, even though [redacted] received and retained returned endorsement premiums relative to this policy. We believe that [redacted] was reasonable in relying on the prior course of conduct between the parties regarding the financing of insurance premiums and had every right to expect that [redacted] would finance the premium as provided in the Agreement and would forward a check to [redacted] in the amount of \$ [redacted]. We believe that [redacted] further breached its obligations when it retained the returned endorsement premiums without notifying [redacted] that it had not financed these premiums and failed to returned these amounts to [redacted]. If [redacted] had done so, [redacted] would have been in a position to cancel the policy at a time when it could have recovered the amounts which it is due.

On behalf of [redacted], we hereby make demand that [redacted] remit the sum of \$ [redacted] within ([redacted]) days of your receipt of this letter. If this amount is not remitted, [redacted] has instructed us to proceed with the filing of litigation against [redacted] and the other parties involved in order to recover the amounts which it is due.

If you have any questions or would like to discuss this matter, please do not hesitate to contact me.

Sincerely,

By:

:
cc: