DOCKET NO.: HHD-CV-18-6103293-S

TIMOTHY R. SCUSSEL	:	SUPERIOR COURT
V.	:	JUDICIAL DISTRICT OF HARTFORD AT HARTFORD
QUINCY MUTUAL FIRE INSURANCE COMPANY	:	SEPTEMBER 9, 2020

REQUEST FOR LEAVE TO AMEND COMPLAINT

The plaintiff in the above-captioned matter hereby respectfully requests leave to amend his complaint, pursuant to Practice Book § 10-60(a)(3), in accordance with the Second Amended Complaint appended hereto.

The plaintiff requests leave to amend his complaint in order to more fully clarify and add factual specifics to the Second Count of the Amended Complaint.

PLAINTIFF,
TIMOTHY R. SCUSSEL

BY _____

Christopher M. Houlihan
RisCassi and Davis, P.C.
Attorneys for the Plaintiff
131 Oak Street
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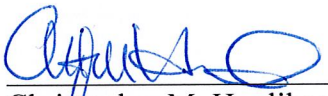
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CERTIFICATION

I certify that a copy of the above was or will immediately be mailed or delivered electronically or non-electronically on September 9, 2020 to the following counsel and self-represented parties of record who were or will immediately be electronically served:

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CHANGES IN THE AMENDED COMPLAINT

Pursuant to Connecticut practice Book § 10-60(a)(3)(B), the plaintiff hereby provides the portions of the original pleading that have been changed in the Second Amended Complaint attached hereto.

FIRST COUNT: Timothy R. Scussel v. Quincy Mutual Fire Insurance Company

SECOND COUNT: Timothy R. Scussel v. Quincy Mutual Fire Insurance Company (Bad Faith)

1-12. Paragraphs 1 through 12 of the First Count are hereby incorporated and made a part of this Second Count as though fully set forth herein.

13. The defendant, Quincy Mutual Fire Insurance Company, is obligated to pay the plaintiff, Timothy R. Scussel, uninsured/underinsured motorist benefits under the terms of the aforementioned policy.

~~14. The defendant, Quincy Mutual Fire Insurance Company, has failed to fulfill its obligation to the plaintiff to pay uninsured/underinsured motorist benefits and thereby breached its obligation under the contract of insurance.~~

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~~15. The defendant, Quincy Mutual Fire Insurance Company, having been fully and/or substantially apprised of the details of the plaintiff's claim, has refused and/or failed to make any offer of payment in accordance with the terms of the policy.~~

~~16. The defendant, Quincy Mutual Fire Insurance Company, has failed to timely and adequately investigate the plaintiff's claim, as required under the aforementioned policy~~

~~17. The defendant, Quincy Mutual Fire Insurance Company, acting through its agents, servants and/or employees, acted unreasonably and in bad faith and/or in violation of general business practices in refusing to pay the payment benefits to the plaintiff, as required under the aforementioned policy.~~

14. By letter dated October 11, 2017 and delivered to the defendant, Quincy Mutual Fire Insurance Company via Certified Mail on October 16, 2017, counsel for the plaintiff informed the defendant of its representation of the plaintiff for the personal injuries he sustained in the collision with the tortfeasor, Jasmine E. Riddle.

15. In that same letter dated October 11, 2017, counsel for the plaintiff made a claim for uninsured/underinsured motorist benefits pursuant to the aforementioned policy of insurance.

16. In order to support the plaintiff's claim for benefits under the policy, counsel for the plaintiff has sent all medical records, bills and supporting documentation

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to the defendant, Quincy Mutual Fire Insurance Company, for the defendant's analysis and evaluation of the plaintiff's claims.

17. On November 14, 2018, the plaintiff filed the present action against the defendant by Writ, Summons and Complaint, with a return date of December 18, 2018.

18. On January 30, 2020, counsel for the plaintiff filed an Offer of Compromise for the underlying action.

19. Between January 30, 2020 and August 24, 2020, the defendant did not contact plaintiff's counsel regarding the Offer of Compromise.

20. Plaintiff's counsel sent a follow-up letter via Certified Mail on August 24, 2020, to the defendant, seeking to discuss the Offer of Compromise.

21. To date, the defendant has not responded to plaintiff's counsel concerning the Offer of Compromise.

22. Since filing his initial claim for uninsured/underinsured motorist benefits almost three years ago, the plaintiff has continued to provide all required medical records, bills, and documentation to the defendant for review of his claims.

23. To date, the defendant has failed to pay the benefits owed to the plaintiff, failed to make any offers to settle the plaintiff's claims, and failed to respond to the plaintiff's demands for settlement.

24. The defendant, Quincy Mutual Fire Insurance Company, breached the covenant of good faith and fair dealing intentionally and in bad faith, and with the

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interested, dishonest, and/or sinister motive of advancing its own pecuniary interest at the expense of the right of the plaintiff to receive uninsured/underinsured motorist benefits as set forth in said contract of insurance in the following ways:

a. in that having been fully and/or substantially apprised of the details of the plaintiff's claim, the defendant refused and/or failed to make any offer of payment in accordance with the terms of the aforementioned insurance policy; and/or

b. in that the defendant has willfully and/or intentionally failed to evaluate the merits and/or evidence of the plaintiff's claim; and/or

c. in that the defendant has failed to fulfill its duty to the plaintiff pursuant to the contract of insurance to negotiate a settlement of the plaintiff's claims; and/or

d. in that the defendant has failed to review and/or evaluate the plaintiff's claim for uninsured/underinsured motorist benefits, even after receiving the relevant medical records and/or bills from plaintiff's counsel; and/or

e. in that the defendant has willfully and/or intentionally failed to conduct discovery, such as scheduling and/or noticing depositions, for the purposes of resolving the plaintiff's claim; and/or

f. in that the defendant has willfully and/or intentionally failed to respond to the plaintiff's settlement demands, including an Offer of Compromise.

25. The defendant, Quincy Mutual Fire Insurance Company, acting through its agents, servants and/or employees, and in bad faith, has willfully hampered the progress

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of the plaintiff's case, in an apparent attempt to pressure the plaintiff to accept a lower amount of compensation than is due and owed pursuant to the policy.

26. The defendant, Quincy Mutual Fire Insurance Company, acting through its agents, servants and/or employees, acted unreasonably and in bad faith and/or in violation of general business practices in refusing to negotiate settlement with plaintiff's counsel and refusing to pay the underinsured motorist benefits to the plaintiff, as required under the aforementioned policy.

~~18~~ 27. As a result of the said breach of the implied covenant of good faith by the defendant, Quincy Mutual Fire Insurance Company, its agents, servants and/or employees, the plaintiff, Timothy R. Scussel, has been denied the payment benefits of his motor vehicle policy.

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PLAINTIFF,
TIMOTHY R. SCUSSEL

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QUINCY MUTUAL FIRE INSURANCE COMPANY	:	SEPTEMBER 9, 2020

SECOND AMENDED COMPLAINT

FIRST COUNT: Timothy R. Scussel v. Quincy Mutual Fire Insurance Company

1. At all times mentioned herein, the defendant, Quincy Mutual Fire Insurance Company, with a business address of 57 Washington Street, Quincy, Massachusetts, was and continues to be a Massachusetts corporation authorized by the Insurance Commissioner of the State of Connecticut to transact business within the State of Connecticut, and was in the business of issuing various types of insurance policies, including, but not limited to, automobile insurance policies.

2. On or about September 25, 2017, the plaintiff, Timothy R. Scussel, was insured under a contract for automobile liability insurance issued by the defendant, Quincy Mutual Fire Insurance Company, under the provisions of an insurance policy designated as Policy Number ACV-00154307192018, and the policy included coverage for uninsured and underinsured motorist benefits.

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3. At all times mentioned herein, all premiums due and owing on said insurance policy were paid, and said insurance policy was in full force and effect.

4. On or about September 25, 2017, at approximately 4:38 a.m., the plaintiff, Timothy R. Scussel, was operating a motor vehicle in the left lane of three lanes of travel on Interstate 84 Westbound, east of Exit 30, which is a public road or highway in Southington, Connecticut.

5. At the same time and place, one Jasmine E. Riddle was in a motor vehicle that was stopped and/or parked within the left lane of three lanes of travel on Interstate 84 Westbound, east of Exit 30.

6. At the same time and place, the plaintiff, Timothy R. Scussel, collided with the vehicle stopped and/or parked by Jasmine E. Riddle, thereby causing the plaintiff, Timothy R. Scussel, to sustain and suffer the personal injuries and losses hereinafter set forth.

7. The aforementioned collision, and the personal injuries and losses sustained and suffered by the plaintiff, Timothy R. Scussel, were caused by the negligence of Jasmine E. Riddle, in one or more of the following ways:

a. in that she parked and/or caused her vehicle to remain stationary in the left most lane of the travelled portion of the highway, in violation of §14-251 of the Connecticut General Statutes; and/or

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b. in that she failed to display the head and/or rear lamps of her vehicle, which was parked upon a roadway before sunrise, in violation of §14-96l of the Connecticut General Statutes; and/or

c. in that she failed to display lighted lamps and/or illuminating devices before sunrise and/or at a time when, due to insufficient light or unfavorable atmospheric conditions, person and vehicles on the highway are not clearly discernible at a distance of five hundred feet ahead, in violation of §14-96a of the Connecticut General Statutes; and/or

d. in that she parked her vehicle within the left-most lane of the roadway, creating a hazardous condition upon the same; and/or

e. in that she failed to alert police and/or emergency services that her vehicle was in a hazardous location; and/or

f. in that she failed to manually push her vehicle off of the travelled section of the roadway; and/or

g. in that she failed to warn the plaintiff or other motorists upon the highway that her car was parked on the travelled portion of the roadway; and/or

h. in that she failed to ensure that she had an adequate fuel supply to reach her intended destination and/or gas station; and/or

e. in that she failed to display any head and/or rear lamps on her vehicle, which was parked within the roadway.

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8. As a result of the negligence and carelessness of Jasmine E. Riddle, the plaintiff, Timothy R. Scussel, sustained and suffered personal injuries and losses. The plaintiff was transported by ambulance to Waterbury Hospital for emergent medical care and treatment. Subsequent examinations and diagnostic studies revealed that the plaintiff sustained and suffered injuries and losses including a closed compression fracture of the L1 vertebrae, requiring surgical intervention; acute lower back pain; bulging discs at the L3-L4, L4-L5, and L5-S1 levels; an acute sternal fracture, with a retrosternal hematoma; an intraspinal hematoma adjacent to the L1 vertebrae; injuries to the nerves, muscles, and soft tissues of his body, the full extent of which are presently unknown; great pain and anguish; and a shock to his entire nervous system, some, or all of which injuries are, or are likely to be, of a permanent nature.

9. As a further result thereof, the plaintiff, Timothy R. Scussel, has been forced to incur financial obligations for medical care and treatment, diagnostic studies, x-rays, surgery, physical therapy, occupational therapy, skilled nursing services, medicines and the like, and may be obligated for further such sums in the future.

10. As a further result thereof, the plaintiff, Timothy R. Scussel, has been, and in the future likely will be, unable to pursue his usual activities to the same extent as prior to the accident, all to his further loss and detriment.

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11. The motor vehicle operated by Jasmine E. Riddle, as described in Paragraph 5 above, was an underinsured and/or uninsured motor vehicle, as defined in the aforesaid insurance policy, and the liability coverage available to the plaintiff has been, or will be, exhausted by payment in full of the available limits of liability, which is inadequate to fully compensate the plaintiff for his aforesaid injuries and losses suffered as a result of the negligence of Jasmine E. Riddle.

12. The damages for personal injuries and losses sustained by the plaintiff, Timothy R. Scussel, which he is legally entitled to recover from Jasmine E. Riddle, are therefore the legal responsibility of the defendant, Quincy Mutual Fire Insurance Company, pursuant to the provisions of said contract of insurance and in accordance with §38a-336 et. seq. of the Connecticut General Statutes.

SECOND COUNT: Timothy R. Scussel v. Quincy Mutual Fire Insurance Company (Bad Faith)

1-12. Paragraphs 1 through 12 of the First Count are hereby incorporated and made a part of this Second Count as though fully set forth herein.

13. The defendant, Quincy Mutual Fire Insurance Company, is obligated to pay the plaintiff, Timothy R. Scussel, uninsured/underinsured motorist benefits under the terms of the aforementioned policy.

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14. By letter dated October 11, 2017 and delivered to the defendant, Quincy Mutual Fire Insurance Company via Certified Mail on October 16, 2017, counsel for the plaintiff informed the defendant of its representation of the plaintiff for the personal injuries he sustained in the collision with the tortfeasor, Jasmine E. Riddle.

15. In that same letter dated October 11, 2017, counsel for the plaintiff made a claim for uninsured/underinsured motorist benefits pursuant to the aforementioned policy of insurance.

16. In order to support the plaintiff's claim for benefits under the policy, counsel for the plaintiff has sent all medical records, bills and supporting documentation to the defendant, Quincy Mutual Fire Insurance Company, for the defendant's analysis and evaluation of the plaintiff's claims.

17. On November 14, 2018, the plaintiff filed the present action against the defendant by Writ, Summons and Complaint, with a return date of December 18, 2018.

18. On January 30, 2020, counsel for the plaintiff filed an Offer of Compromise for the underlying action.

19. Between January 30, 2020 and August 24, 2020, the defendant did not contact plaintiff's counsel regarding the Offer of Compromise.

20. Plaintiff's counsel sent a follow-up letter via Certified Mail on August 24, 2020, to the defendant, seeking to discuss the Offer of Compromise.

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21. To date, the defendant has not responded to plaintiff's counsel concerning the Offer of Compromise.

22. Since filing his initial claim for uninsured/underinsured motorist benefits almost three years ago, the plaintiff has continued to provide all required medical records, bills, and documentation to the defendant for review of his claims.

23. To date, the defendant has failed to pay the benefits owed to the plaintiff, failed to make any offers to settle the plaintiff's claims, and failed to respond to the plaintiff's demands for settlement.

24. The defendant, Quincy Mutual Fire Insurance Company, breached the covenant of good faith and fair dealing intentionally and in bad faith, and with the interested, dishonest, and/or sinister motive of advancing its own pecuniary interest at the expense of the right of the plaintiff to receive uninsured/underinsured motorist benefits as set forth in said contract of insurance in the following ways:

a. in that having been fully and/or substantially apprised of the details of the plaintiff's claim, the defendant refused and/or failed to make any offer of payment in accordance with the terms of the aforementioned insurance policy; and/or

b. in that the defendant has willfully and/or intentionally failed to evaluate the merits and/or evidence of the plaintiff's claim; and/or

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c. in that the defendant has failed to fulfill its duty to the plaintiff pursuant to the contract of insurance to negotiate a settlement of the plaintiff's claims; and/or

d. in that the defendant has failed to review and/or evaluate the plaintiff's claim for uninsured/underinsured motorist benefits, even after receiving the relevant medical records and/or bills from plaintiff's counsel; and/or

e. in that the defendant has willfully and/or intentionally failed to conduct discovery, such as scheduling and/or noticing depositions, for the purposes of resolving the plaintiff's claim; and/or

f. in that the defendant has willfully and/or intentionally failed to respond to the plaintiff's settlement demands, including an Offer of Compromise.

25. The defendant, Quincy Mutual Fire Insurance Company, acting through its agents, servants and/or employees, and in bad faith, has willfully hampered the progress of the plaintiff's case, in an apparent attempt to pressure the plaintiff to accept a lower amount of compensation than is due and owed pursuant to the policy.

26. The defendant, Quincy Mutual Fire Insurance Company, acting through its agents, servants and/or employees, acted unreasonably and in bad faith and/or in violation of general business practices in refusing to negotiate settlement with plaintiff's counsel and refusing to pay the underinsured motorist benefits to the plaintiff, as required under the aforementioned policy.

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27. As a result of the breach of the implied covenant of good faith by the defendant, Quincy Mutual Fire Insurance Company, its agents, servants and/or employees, the plaintiff, Timothy R. Scussel, has been denied the payment benefits of his motor vehicle policy.

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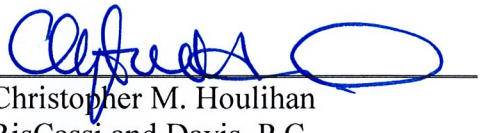
WHEREFORE, the plaintiff claims money damages.

WHEREFORE, the plaintiff claims punitive and exemplary damages as prescribed by law as to the Second Count.

The amount in demand, exclusive of interest and costs, is in excess of FIFTEEN THOUSAND DOLLARS ($15,000.00).

Dated at Hartford, CT this 9th day of September, 2020.

PLAINTIFF,
TIMOTHY R. SCUSSEL

BY 

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