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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

[REDACTED] and [REDACTED],
[REDACTED], individually and the marital
community composed thereof,

Plaintiffs,

vs.

[REDACTED] and [REDACTED],
[REDACTED], individually and the marital
community composed thereof, VIGILANT
INSURANCE COMPANY., a foreign
automobile insurance company,

Defendants.

NO.

COMPLAINT FOR DAMAGES

COMES NOW Plaintiffs against the above-named defendants, and hereby states and
alleges as follows:

I. PARTIES, JURISDICTION & VENUE

1.1 Plaintiffs [REDACTED] and [REDACTED] are now, and were at all
relevant times hereinafter alleged, residents of King County, Washington. Plaintiffs are wife

1 and husband, and therefore constitute a marital community under the laws of the state of
2 Washington.

3 1.2 Defendant [REDACTED] is now believed to be, and was at all relevant
4 times hereinafter alleged, a resident of Renton, King County, Washington. If this Defendant
5 is married, then his acts and omissions hereinafter described were for and on behalf of his
6 marital community.
7

8 1.3 Defendant Chubb Insurance Solutions Agency Inc. (“Chubb”) is believed to
9 be a foreign automobile insurer that conducts business in King County, Washington. Based
10 upon information and belief and at all times material hereto, Chubb had in full force and
11 effect an automobile insurance policy that provided insurance coverage, including coverage
12 for liability and underinsured motorist benefits, to Plaintiffs [REDACTED] and [REDACTED]
13 [REDACTED].

14
15 1.4 All acts and omissions alleged to have occurred herein took place in King
16 County, Washington. Therefore, King County is a proper venue for this action.
17

18 II. FACTS

19 2.1 On or about January 29, 2017, Plaintiff [REDACTED] and Defendant
20 [REDACTED] were operating motor vehicles on Southcenter Parkway in Tukwila,
21 King County, Washington.
22

23 2.2 Plaintiff was lawfully traveling in the curbside lane heading southbound on
24 Southcenter Parkway.
25

26 2.3 Defendant was traveling northbound on Southcenter Parkway.

1 2.4 At or near block 16900 of Southcenter Parkway, Defendant [REDACTED]
2 [REDACTED] made a left-hand turn across southbound Southcenter Parkway directly in front of
3 Plaintiff's path of travel.

4 2.5 Plaintiff and Defendant collided, pushing Defendant into a third vehicle.

5 2.6 Plaintiff [REDACTED] sustained bodily injuries and other damages as a
6 result of the collision.

7 2.7 Defendant [REDACTED] likely has insufficient automobile liability
8 insurance to fully compensate Plaintiffs for all damages caused by the collision.

9 2.8 At the time of the collision, Plaintiffs carried an automobile insurance policy
10 with Defendant Chubb, including underinsured motorist benefits, with coverage of \$300,000
11 per person.
12

13 2.9 Also, at the time of the collision Plaintiffs carried an excess insurance policy
14 with Defendant Chubb, including excess underinsured motorist (UIM) coverage of up to
15 \$1,000,000 per person.
16

17 2.10 Plaintiffs are entitled to recover insurance benefits from Chubb as a result of
18 the collision under the terms of their automobile insurance contract for UIM benefits.
19

20 **III. CAUSE OF ACTION--NEGLIGENCE**

21 3.1 Plaintiff re-alleges the allegations contained in Sections I through II, and
22 incorporates them as though fully set forth herein.

23 3.2 Defendant [REDACTED] owed Plaintiffs a duty of care and a duty to
24 act reasonably.
25
26

1 3.3 Defendant [REDACTED] breached his duty of care and his duty to act
2 reasonably by, among other things, failing to yield the right-of-way while making a left-hand
3 turn.

4 3.4 Defendant [REDACTED] breached his duty of care and his duty to act
5 reasonably by, among other things, failing to exercise ordinary care while operating a motor
6 vehicle.

7 3.5 Defendant [REDACTED] breached his duty of care and his duty to act
8 reasonably by, among other things, causing a collision with Plaintiff's vehicle.
9

10 3.1 As a result of the Defendant's tortious and negligent conduct, Plaintiff was
11 physically and emotionally injured, suffered, and continues to suffer, physical disability and
12 pain, emotional trauma, medical expenses, loss of earnings and earning capacity, loss of
13 consortium, and other damages.
14

15 **IV. CAUSE OF ACTION—BREACH OF CONTRACT**

16 4.1 Plaintiff re-alleges the allegations contained in Sections I through III, and
17 incorporates them as though fully set forth herein.
18

19 4.2 Plaintiffs and Chubb entered into a written agreement and/or contract to pay
20 insurance benefits in the event of an automobile collision.

21 4.3 Under the terms of the contract, Plaintiffs are entitled to recover automobile
22 insurance policy benefits, including UIM benefits and excess UIM benefits, from Chubb for
23 the damages Plaintiffs sustained in the collision.
24

25 4.4 Plaintiffs' damages exceed the amount of Defendant's auto insurance limits.
26

1 4.5 Plaintiffs have met all terms and conditions imposed by the Chubb insurance
2 contract.

3 4.6 Chubb is therefore contractually and legally obligated to pay Plaintiffs UIM
4 benefits.

5 4.7 Defendant Chubb's failure to pay UIM benefits and/or its failure to pay the
6 UIM policy limits to Plaintiffs results in a breach of the insurance contract.

7 4.8 Plaintiffs have met all terms and conditions imposed by the insurance
8 contract.

9 4.9 Defendant Chubb's acts and/or omissions as described herein constitute a
10 material breach of the insurance contract, and the Plaintiff has incurred damages as a direct
11 and foreseeable consequence.
12
13

14
15 **V. NO CONTRIBUTORY NEGLIGENCE/COMPARATIVE FAULT**

16 5.1 The damages suffered by Plaintiffs were not caused by any fault, carelessness,
17 or negligence on their part, but were caused solely and proximately by the tortious acts
18 and/or omissions of [REDACTED].

19 5.2 There are no other entities which caused or contributed to Plaintiff's injuries
20 or damages.
21
22

23 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and
24 severally, as follows:
25
26

