

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

CIRON BLACK

CIVIL ACTION NO. _____

VERSUS

JUDGE _____

CERTAIN UNDERWRITERS
AT LLOYD'S OF LONDON

MAGISTRATE _____

JURY TRIAL DEMANDED

COMPLAINT

NOW COMES Plaintiff, CIRON BLACK, (hereinafter "Black") who respectfully avers the following in a cause of action against Certain Underwriters of Lloyd's of London subscribing to Policy No. 09HSB10392/225. Plaintiff demands a trial by jury as to all issues.

PARTIES

1.

CIRON BLACK is a resident of Baton Rouge, Louisiana and is a domiciliary of East Baton Rouge Parish, Louisiana.

2.

Made defendant herein, CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON ("LLOYDS"), an unincorporated association organized for the purpose of underwriting insurance pursuant to the laws of the United Kingdom and with principal place of business in London, England and whose agent for the service of process is Mendes and Mount, 750 Seventh Avenue, New York, New York 10019-6829.

JURISDICTION

3.

The jurisdiction of the Court is proper under 28 USC §1332(a)(2) because the suit is between a citizen of a state and citizens or subjects of a foreign state and the amount in controversy exceeds \$75,000, excluding interest and costs.

VENUE

4.

Venue is proper in this court under 28 USC §1391(a)(2) as a substantial part of the events giving rise to the claim occurred here and the defendant has engaged in act of doing business in the State of Louisiana. The application for the insurance policy in dispute was completed in this district and the insurance policy delivered in this district.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

5.

In August of 2009, BLACK was a fifth year senior at Louisiana State University and a star athlete as the left offensive tackle for the Louisiana State University Football Team.

6.

On October 9, 2009, BLACK purchased a College Athlete insurance policy from the defendant, LLOYD'S OF LONDON, that provided coverage for personal accident and sickness. This insurance policy afforded coverage to BLACK for the period of October 5, 2009 to August 1, 2010 for an insured amount of \$2,000,000.00.

7.

BLACK purchased this insurance coverage under policy number 09HSB10392/225 for the premium price of \$14,758.78 through Hanleigh Insurance Inc., Petersen International Underwriters, Inc., or both Hanleigh and Petersen.

8.

BLACK'S insurance policy provisions provided for payment of the insured amount to him in the event he sustained bodily injury from an accident, occurring within the policy period, that would result with his inability to play the sport and prevent a career as a professional athlete.

9.

On or about November 7, 2009, BLACK sustained a left knee injury while playing in the LSU versus Alabama game. The knee injury was the result of a single sudden and unexpected event, a hit to his knee during a NCAA football game which precipitated the injury and later resulted in Plaintiff's total permanent disability.

10.

As a result of his sustained knee injury, BLACK was not drafted by any NFL team, although prior to the 2010 season, he was projected as a first round selection.

11.

On April 20, 2010, BLACK was informed by medical professionals that due to the extent of his knee injury, he would be unable to commence a career as a professional football player.

12.

On July 30, 2010, BLACK completed and faxed the proof of loss claim to Hanleigh Insurance. This proof of loss is timely.

13.

BLACK'S insurance policy was in full force and effect at the time of the accident and injury.

14.

The injuries sustained by BLACK fall within the policy definitions of bodily injury and accident and thus he is entitled to receive the benefits outlined in the policy.

15.

Defendant, LLOYD'S OF LONDON, has wrongfully denied the amount of the claim and is liable to BLACK for the insured amount and benefits purchased in the policy.

FIRST CAUSE OF ACTION

(Breach of Contract)

16.

Plaintiff incorporates by reference for all purposes as if fully set forth herein paragraphs 1 through 15 above.

17.

Plaintiff has performed all of his responsibilities, duties and conditions under the policy and has met all conditions precedent.

18.

Despite Plaintiff's performance of all conditions required under the Policy, Defendant has intentionally breached the Policy by denying coverage following Plaintiff's proper and timely submission of the Disability Claim Form.

19.

As a direct and proximate result of Defendant's conduct and breach of their contractual obligations, Plaintiff has suffered economic damages in excess of \$2 million.

SECOND CAUSE OF ACTION

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

20.

Plaintiff incorporates by reference for all purposes as if fully set forth herein Paragraphs 1 through 19 above.

21.

Defendant agreed to act in good faith and deal fairly with Plaintiff when they entered into the Policy and accepted premiums. Defendants thereby assumed a special relationship with fiduciary-like obligations to Plaintiff, and agreed to abide by duties of good faith and fair dealing.

22.

Nevertheless, Defendant have wrongfully and intentionally withheld benefits due under the Policies by improperly denying coverage. Furthermore, this intentional withholding of benefits due under the Policy is unreasonable and was knowingly done without proper cause and, therefore, was committed in bad faith.

23.

By committing the aforementioned acts, Defendant has breached the covenant of good faith and fair dealing implied in the insurance Policy. Defendant's acts of "bad faith" include, but are not limited to, the following:

- a. Unreasonably and in bad faith denying benefits due under the Policy;

- b. Unreasonably and in bad faith denying payment or settlement of the claims against Defendants;
- c. Unreasonably and in bad faith ignoring and refusing to consider information favorable to Plaintiff's claim for benefits due pursuant to the Policy;
- d. Unreasonably and in bad faith refusing to pay the benefits that Plaintiff is due pursuant to the Policy;
- e. Unreasonably and in bad faith placing their own welfare and financial interests ahead of the welfare and financial interests of Plaintiff, who is their insured;
- f. Unreasonably and in bad faith compelling Plaintiff to institute this litigation to obtain benefits due under the Policy.

24.

The conduct outlined above demonstrates a failure or refusal to discharge contractual responsibilities resulting not from mistake or negligence, but rather from Defendant's conscious and deliberate decision to unfairly deprive Plaintiff of the benefits of the Policy.

25.

As a direct and proximate result of Defendant's breaches of the covenant of good faith and fair dealing, Plaintiff has suffered economic damages in excess of \$2 million.

THIRD CAUSE OF ACTION

(Violation of La.R.S. 22:1821)

26.

Defendant failed to pay Plaintiff's claims arising under the terms of this accident and sickness insurance contract delivered in this state within thirty days from when written notice

and proof of claim were furnished in accordance with the contract to the Defendant or Defendant's agent without just and reasonable grounds for such delay or denial.

27.

Under La.R.S. 22:1821, Defendant's failure to timely pay benefits to Plaintiff subjects Defendant to a statutory penalty of double the amount of the benefits due and attorney's fees for the prosecution of this suit to enforce Plaintiff's claim.

WHEREFORE, Plaintiff prays for judgment against Defendant for the following:

- a) Two Million Dollars under the insurance policy issued by Defendant;
- b) Two Million Dollars for the breach of Defendant's obligations of good faith and fair dealing and Defendant's violation of La.R.S. 22:1821;
- c) Reasonable attorney's fees for the prosecution of this matter;
- d) Prejudgment and post judgment interest;
- e) All costs in this matter; and
- f) All other general and equitable relief to which Plaintiff is entitled.

Respectfully submitted,

/s/ Patrick R. Jackson
Patrick R. Jackson
A Professional Law Corporation
Louisiana State Bar 25722
4442 Viking Drive, Suite 100
Bossier City, Louisiana 71111
(318) 752-3335
(318) 752-3315
ATTORNEY FOR CIRON BLACK