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Attorney for Plaintiff

MONTANA ELEVENTH JUDICIAL DISTRICT COURT, FLATHEAD COUNTY

<p>CHRIS HAYWOOD,</p> <p style="text-align: right;">Plaintiff,</p> <p>vs.</p> <p>THE TRAVELERS INDEMNITY COMPANY OF AMERICA, AUTO- OWNERS INSURANCE COMPANY,</p> <p style="text-align: right;">Defendants.</p>	<p>Cause No. DV-05-314(A)</p> <p>SECOND AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL</p>
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COMES NOW the Plaintiff, Chris Haywood, by and through counsel of record, and alleges in his Complaint as follows:

1. At the time of the events giving rise to this action, Chris Haywood was a resident of Flathead County, Montana.
2. Plaintiff alleges on information and belief that the Defendant, The Travelers Indemnity Company of America (hereinafter "Travelers"), is a foreign corporation authorized to transact insurance business in the State of Montana, and at all times material hereto was doing business in the State of Montana. Plaintiff also alleges that Travelers, at all times material hereto, was subject to venue and jurisdiction in this Montana Court and subject to the laws of the State of Montana pursuant to applicable Montana law under the facts of this case.
3. Plaintiff alleges on information and belief that the Defendant, Auto-Owners

Insurance Company (hereinafter "Auto-Owners"), is a foreign corporation who, at all times material hereto was subject to venue and jurisdiction in this Montana Court and subject to the laws of the State of Montana pursuant to applicable Montana law under the facts of this case.

4. On September 15, 2004, Mr. Haywood was injured in an automobile accident resulting from the negligence of Cassandra Rae Demars. Ms. Demars had liability insurance with Allstate Insurance Company at the time of the collision with liability limits of \$50,000.00 per person and \$100,000.00 per occurrence.
5. Other individuals, namely Sondra Haywood, JoAnne Feist and Jamie Miscampbell were also injured in this accident.
6. As a result of the automobile collision caused by Ms. Demars, Mr. Haywood has suffered personal injury.
7. At all times pertinent hereto, the vehicle which Mr. Haywood was operating was insured by Travelers. The Travelers insurance policy was sold in the State of Colorado to Mr. Haywood's brother, Robert Meador. Mr. Haywood was operating Mr. Meador's vehicle with his consent and authorization.
8. At all times pertinent hereto, Mr. Haywood carried motor vehicle insurance with Auto-Owners which provided underinsured motorist coverage. The Auto-Owners insurance policy was sold in the State of Colorado to Mr. Haywood.

COUNT I

BREACH OF CONTRACT

(Against St. Paul/Travelers Indemnity Company of America)

9. Plaintiff repeats and realleges Paragraphs No. 1 through 8 as though fully set forth herein at length.

10. Cassandra Rae Demars was an underinsured motorist. She was covered by vehicle liability insurance limits of \$50,000.00 per person and \$100,000.00 per occurrence.
11. Plaintiff Chris Haywood settled with Allstate Insurance Company, Ms. Demar's insurer, for the \$50,000.00 limits available. However, Mr. Haywood was not fully compensated for his injuries.
12. At the time of the accident, Mr. Haywood was insured under the Travelers policy issued to his brother, Robert Meador, which was in effect at the time of the accident. The said insurance policy contained underinsured motorist coverage applicable to the accident.
13. The accident was caused by the negligence of Cassandra Rae Demars. This negligence was a direct and proximate cause of the injuries sustained by Plaintiff Chris Haywood.
14. As a result of Ms. Demar's negligence, Plaintiff Chris Haywood was personally injured and continues to have residuals, has incurred medical expenses and will likely incur future medical expenses, has lost earnings and may incur a loss of earning capacity, has suffered physical pain, frustration, loss of ordinary course of life as well as other general damages.
15. The Plaintiff is entitled to underinsured motorist benefits under the Defendant Travelers' automobile insurance policy. The Defendant has wrongfully refused to pay all said benefits under said policy.

COUNT II

BREACH OF CONTRACT

(Against Auto-Owners Insurance Company)

16. Plaintiff repeats and realleges Paragraphs No. 1 through 15 as though fully set forth

herein at length.

17. Cassandra Rae Demars was an underinsured motorist. She was covered by vehicle liability insurance limits of \$50,000.00 per person and \$100,000.00 per occurrence.
18. Plaintiff Chris Haywood settled with Allstate Insurance Company, Ms. Demar's insurer, for the \$50,000.00 limits available. However, Mr. Haywood was not fully compensated for his injuries.
19. At the time of the accident, Mr. Haywood was insured under his own Auto-Owners policy, which was in effect at the time of the accident. The said insurance policy contained underinsured motorist coverage applicable to the accident.
20. The accident was caused by the negligence of Cassandra Rae Demars. This negligence was a direct and proximate cause of the injuries sustained by Plaintiff Chris Haywood.
21. As a result of Ms. Demar's negligence, Plaintiff Chris Haywood was personally injured and continues to have residuals, has incurred medical expenses and will likely incur future medical expenses, has lost earnings and may incur a loss of earning capacity, has suffered physical pain, frustration, loss of ordinary course of life as well as other general damages.
22. The Plaintiff is entitled to underinsured motorist benefits under the Defendant Auto-Owner's automobile insurance policy. The Defendant has wrongfully refused to pay all said benefits under said policy.

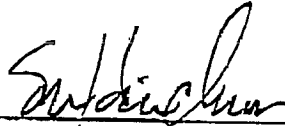
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WHEREFORE, Plaintiff respectfully requests:

- (A) A Jury Trial;
- (B) Compensation in the amount which would reasonably and adequately compensate Plaintiff for his injuries up to the limits of any applicable policies issued by the Defendant;
- (C) Attorney's fees incurred in bringing this action as provided by Montana law, and
- (D) Such other relief as the Court may deem just and equitable.

DATED this 7th day of November, 2005.

HINCHEY & HINCHEY, P.C.

By: 
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Attorney for Plaintiff