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IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.

12021353

HEBERTH URREA,

Plaintiff,

v.

ACE AMERICAN INSURANCE
COMPANY,

Defendant.



COMPLAINT

COMES NOW the Plaintiff, Heberth Urrea, by and through his undersigned attorneys and sues the Defendant, Ace American Insurance Company (Ace), and would allege as follows:

1. This is an action for damages in excess of \$15,000.00.
2. Plaintiff, Heberth Urrea, is a resident of Broward County, Florida and is otherwise sui juris.
3. Defendant, Ace, is a foreign corporation authorized to and doing business in Broward County, Florida, including, but not limited to, the issuance of a combined single limit occupational accident benefit policies to individuals in the State of Florida and in this particular case has underwritten the applicable policy of insurance, policy numbers TOC N04821193 and REG060170-00.
4. At all times material hereto there was in full force and effect the combined single limit occupational accident benefit policy issued by Defendant, Ace, which was a binding

contract of insurance between the parties. The coverage appears to have become effective on June 1, 2003. (A copy of the believed to be applicable policy is attached as Exhibit A.)

5. The purpose of the policy was to compensate the Plaintiff for medical expenses as well as temporary and permanent disability due to injuries on the job. Plaintiff has provided Defendant with evidence of care by physicians and healthcare providers showing receipt of care by Plaintiff for the conditions causing his disability, medical expense and medical treatment. The claim arises out of injuries occurring on or about December 9, 2009.

6. Plaintiff filed a timely claim with Defendant claiming disability, injury and medical bills and expenses due to a serious and disabling hip injury and condition which was initially suffered on December 9, 2009, and which became incapacitating to the Plaintiff.

7. On March 7, 2012, the claim was rejected by Defendant.

8. Medical records and reports were submitted to Defendant which supported the fact that this was a covered occupational injury, but this has been rejected by the Defendant.

9. Plaintiff has suffered and continues to suffer from an occupational injury within the language of the policy issued to him. Plaintiff's disability causes him to be unable to perform the duties of his occupation and has rendered him disabled under the terms of the policy.

10. Plaintiff has complied with all provisions and conditions precedent to filing suit. The Defendant, under the terms of its contract of insurance is indebted to the Plaintiff for medical payments as well as temporary and permanent disability payments from the time of his initial disability forward. Defendant is obligated for past and future payments. Payment was to commence from Plaintiff being granted Social Security Disability Benefits.

11. Defendant has failed in and has refused to honor its obligation under the policy of insurance issued to the Plaintiff.

12. Defendant has breached the implied contractual covenant of good faith and fair dealing and commercial reasonableness.

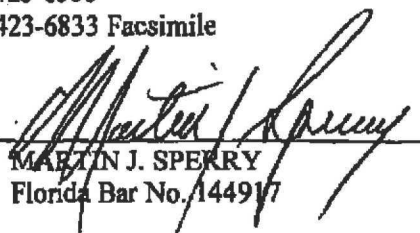
13. Plaintiff has been compelled to retain the services of the undersigned attorneys to enforce his rights under the policy and has agreed to pay a reasonable attorney's fee.

WHEREFORE, Plaintiff, Heberth Urrea, demands judgment against the Defendant, Acc, for all contract benefits, all of which is in excess of fifteen thousand dollars (\$15,000.00), plus interest, costs and attorney's fees pursuant to Florida Statutes, Section 627.428 and 57.105, and trial by jury of all issues triable as of right by a jury.

Dated: July 27, 2012.

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