

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

**SOUTHERN CONNECTICUT VASCULAR)
CENTER, LLC D/B/A THE VASCULAR)
EXPERTS; EC OPTICS, LLC; AND)
ROCKY HILL PEDIATRICS, LLC,)**

Plaintiffs)

v.)

**JURY TRIAL
DEMANDED**

**MASSACHUSETTS BAY INSURANCE)
COMPANY, CITIZENS INSURANCE)
COMPANY OF AMERICA, AND THE HANOVER)
INSURANCE GROUP, INC.)**

Defendants)

MARCH 5, 2021

COMPLAINT

Plaintiffs, Southern Connecticut Vascular Center, LLC, d/b/a The Vascular Experts, EC Optics, LLC, and Rocky Hill Pediatrics, LLC (“Plaintiffs”), bring this action against Defendants, Massachusetts Bay Insurance Company, Citizens Insurance Company of America, and The Hanover Insurance Group, Inc. (“Defendants”), and in support thereof state and allege the following:

I. INTRODUCTION

This case concerns whether Plaintiffs’ business income losses and extra expenses incurred due to the necessary suspension of operations at their medical facilities caused by consequences of the natural disaster of the on-going COVID-19 Pandemic are covered under the Defendants’ all-risk Businessowners Coverage

Form. As more specifically pled herein, the Defendants agreed to pay for the actual loss of Business Income and Extra Expense that the Plaintiffs sustained due to the necessary suspension of operations at their medical facilities caused by direct physical loss of or damage to covered properties. Defendants have breached the respective contracts, the implied covenant of good faith and fair dealing owed to each plaintiff and violated CUIPA/CUTPA by wrongfully denying Plaintiffs' claims for their losses.

II. NATURE OF THE ACTION

1. This action arises out of Defendants' failure to honor their agreement to provide insurance coverage for the losses sustained and expenses incurred by Plaintiffs due to the necessary suspension of operations at their medical facilities caused by the ongoing Pandemic.

2. For many years, Plaintiffs have operated medical practices in the New Canaan, Trumbull, Farmington, Willimantic, and Rocky Hill areas, respectively. Since March 2020, Plaintiffs' routine operations have been suspended or limited, by government orders, CDC and medical societies' guidelines which were promulgated because of the Pandemic.

3. To protect their businesses in the event that they were suddenly forced to suspend routine operations because of natural disasters and for reasons outside of their control, or in order to prevent further property damage, Plaintiffs purchased insurance coverage from Defendants, including property coverage, as set forth in Defendants' Businessowners Coverage Form.

4. Defendants' coverage forms provide "Business Income" coverage, which promise to pay for actual loss of Business Income due to the necessary suspension of operations during the period of restoration caused by direct physical loss of or damage to property at the described premises.

5. Defendants' coverage forms provide "Extra Expense" coverage, which promise to pay for necessary Extra Expense that its insureds would not have sustained if there had been no direct loss to property caused by or resulting from a Covered Cause of Loss.

6. Defendants' coverage forms, under sections titled "Duties in the Event of Loss or Damage", require in the event of a loss or damage that the policyholder take all reasonable steps to protect the Covered Property from further damage, and keep a record of the expenses necessary to protect the Covered Property, for consideration in the settlement of the claim.

7. In March 2020, Plaintiffs were forced to suspend or reduce operations at their medical practices due to direct physical loss of or damage to covered property as a result of the Pandemic and the ensuing orders issued by civil authorities in the State of Connecticut, health guidance from the CDC and guidance from medical associations and societies.

8. In addition, Plaintiffs incurred expenses to protect the Covered Property from the impact of the Pandemic.

9. The Defendants have refused to pay the Plaintiffs under their Business Income, Extra Expense and Civil Authority coverages for losses suffered

due to the Pandemic, and any efforts to prevent further property damage or to minimize the suspension of business and continue operations. In particular, the Defendants have denied claims submitted by Plaintiffs under their Policies.

III. THE PARTIES

10. Southern Connecticut Vascular Center, LLC d/b/a The Vascular Experts is a Connecticut limited liability corporation with its principal place of business in Trumbull, Connecticut.

11. EC Optics, LLC is a Connecticut limited liability corporation with its principal place of business in Hamden, Connecticut.

12. Rocky Hill Pediatrics, LLC is a Connecticut limited liability corporation with its principal place of business in Willimantic, Connecticut.

13. Each of the members of Southern Connecticut Vascular Center, LLC, d/b/a The Vascular Experts, EC Optics, LLC, and Rocky Hill Pediatrics, LLC is a resident and citizen of Connecticut.

14. Massachusetts Bay Insurance Company is, and at all times relevant hereto has been, an insurance company writing policies and doing business in the State of Connecticut, capable of suing and being sued in the courts of this State. Massachusetts Bay Insurance Company is a foreign corporation organized, incorporated and existing under the laws of New Hampshire and has a principal place of business at 440 Lincoln Street, Worcester, Massachusetts.

15. Citizens Insurance Company of America is, and at all times relevant hereto has been, an insurance company writing policies and doing business

in the State of Connecticut, capable of suing and being sued in the courts of this State. Citizens Insurance Company of America is a foreign corporation organized, incorporated and existing under the laws of Michigan and has a principal place of business at 440 Lincoln Street, Worcester, Massachusetts.

16. Massachusetts Bay Insurance Company is a wholly owned subsidiary of The Hanover Insurance Group, Inc., and acts on its own behalf and on behalf of The Hanover Insurance Group, Inc.

17. Citizens Insurance Company of America is a wholly owned subsidiary of The Hanover Insurance Group, Inc., and acts on its own behalf and on behalf of The Hanover Insurance Group, Inc.

18. The Hanover Insurance Group, Inc. is, and at all times relevant hereto has been, an insurance company writing policies and doing business in the State of Connecticut, capable of suing and being sued in the courts of this State. The Hanover Insurance Group, Inc., is a foreign corporation organized, incorporated and existing under the laws of Delaware, with a principal place of business at 40 Lincoln Street, Worcester, Massachusetts 01653.

19. The Hanover Insurance Group, Inc. provides marketing, underwriting, and claim handling support to both Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

IV. JURISDICTION AND VENUE

20. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, because Plaintiffs and Defendant are citizens of different states, and because

the amount in controversy exceeds \$75,000.00 exclusive of interest and costs, and no relevant exceptions apply to this claim.

21. Venue is proper in this District under 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to the claims occurred, or a substantial part of property that is the subject of this action is situated in this judicial district. The Policies at issue cover Plaintiffs' facilities located in the State of Connecticut and Plaintiffs purchased the Policies at issue from insurance brokers in the State of Connecticut.

V. FACTUAL BACKGROUND

The Insurance Policies

22. In return for the payment of a premium, Massachusetts Bay Insurance Company issued Policy No. ODN-H150478-00 to Southern Connecticut Vascular Center, LLC d/b/a The Vascular Experts for the policy period January 1, 2020 to January 1, 2021. The Policy contains a Businessowners Coverage Form. The Declaration Page for Policy No. ODN-H150478-00 is attached hereto and incorporated by reference as *Exhibit A*.

23. In return for the payment of a premium, Citizens Insurance Company of America issued Policy No. OBE-H026993-00 to EC Optics, LLC for the policy period August 29, 2019 to August 29, 2020. The Policy contains a Businessowners Coverage Form. The Declaration Page for Policy No. OBE-H026993-00 is attached here to and incorporated by reference as *Exhibit B*.

24. In return for the payment of a premium, Citizens Insurance Company of America issued Policy No. OBE-D406672-02 to Rocky Hill Pediatrics for the policy period October 10, 2019 to October 10, 2020. The Policy contains a Businessowners Coverage Form. The Declaration Page for Policy No. OBE-D406672-02 is attached hereto and incorporated by reference as *Exhibit C*.

25. Attached hereto and incorporated by reference as *Exhibit D*, is a copy of the Defendant's Businessowners Coverage Form which is the material part of each Policy.

26. Policy No. OBE-A780333-04, Policy No. ODN-H150478-00, Policy No. OBED026993-00, and Policy No. OBE-D406672-02 are collectively referred to as the "Policies".

27. Plaintiffs are the Named Insureds under the Policies, which remain in force.

28. Defendants are the effective and liable insurer under their respective Policies.

29. Plaintiffs have performed all of their obligations under the Policies including the payment of premiums and cooperation in Defendant's claims investigation and preservation of the property.

30. Sometimes property insurance is sold on a specific peril basis, where coverage is limited to risks of loss that are specifically listed (e.g., hurricane, earthquake, etc.). Many property policies sold in the United States, however, including those sold by Defendants, are "all-risk" property damage policies. These

types of policies cover all risks of loss except for risks that are expressly and specifically excluded or limited by other portions of the Policy.

31. Under the Policies, “Covered Causes of Loss”, are defined as “Risks of Direct Physical Loss” unless the loss is excluded or limited in the Policies.

32. Under the Policies, Defendants agreed to “pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from a Covered Cause of Loss”.

33. Under the Policies, Defendants agreed to “pay for the actual loss of Business Income you sustain due to the necessary ‘suspension’ of your ‘operations’ during the ‘period of restoration’. The ‘suspension’ must be caused by direct physical loss of or damage to a described premise shown in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss.”

34. With respect to coverage for loss of Business Income due to the necessary suspension of operations, “suspension” means partial or complete cessation of your business activities; or that a part or all of the described premises is rendered untenable.

35. Under the Policies, Defendants are liable to pay Plaintiffs for loss of “Business Income” which is defined as net income (net profit or loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred and continuing normal operating expenses sustained, including payroll.

36. Defendants also agreed to pay reasonable and necessary Extra Expense that their insureds incurred during the “period of restoration” that the insured would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

37. “Extra Expense” includes expenses to avoid or minimize the suspension of business and to continue operations at the described premises.

38. The Policies also provide coverage for the actual loss of Business Income and reasonable and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises when the civil authority action is due to direct physical loss of or damage to property within one mile of the described premises caused by a Covered Cause of Loss.

39. Loss and damage caused by the Pandemic and the related orders issued by state and federal authorities triggered coverage under the Business Income, Extra Expense and Civil Authority provisions of the Policies.

40. The Policies contain an exclusion which states: “We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease”.

41. The exclusion was originally drafted by the Insurance Services Office, Inc. (“ISO”) in 2006. In a circular written to the public and state regulators, the ISO explained the purpose of the exclusion. The exclusion was drafted to address a perceived deficiency in the then-current pollution exclusion and to make

it clear that loss or damaged caused by viral or bacterial contamination was excluded.

42. The Background section of the ISO circular explains:

Commercial Property policies currently contain a pollution exclusion that encompasses contamination (in fact, uses the term *contaminant* in addition to other terminology). Although the pollution exclusion addresses contamination broadly, viral, and bacterial contamination are specific types that appear to warrant particular attention at this point in time. (Emphasis in the original.)

43. Elsewhere in the ISO circular, the ISO provided examples of contamination incidents encompassed in the virus or bacterial exclusion.

An example of bacterial contamination of a product is the growth of listeria bacteria in milk. In this example, bacteria develop and multiply due in part to inherent qualities in the property itself. Some other examples of viral and bacterial contaminants are rotavirus, SARS, influenza (such as avian flu), legionella and anthrax. The universe of disease-causing organisms is always in evolution.

Disease-causing agents may render a product impure (change in quality or substance) or enable the spread of disease by their presence on interior building surfaces or the surfaces of personal property. When disease-causing viral or bacterial contamination occurs, potential claims involve the cost of replacement of property (for example, the milk), cost of decontamination (for example, interior

building surfaces) and business interruption (time element) losses.

A true copy of the ISO circular dated July 6, 2006 entitled “New Endorsements Filed to Address Exclusion of Loss Due to Virus or Bacteria” is attached here to as *Exhibit E*.

44. “ISO is a nonprofit trade association that provides rating, statistical and actuarial policy forms and related drafting services to approximately 3,000 nationwide property or casualty insurers. Policy forms developed by ISO are approved by its constituent insurance carriers and then submitted to state agencies for review.” *Montrose Chem. Corp. v. Admiral Ins. Co.*, 10 Cal. 4th 645, 671 n. 13 (1995).

45. Plaintiffs do not claim that direct physical loss of or damage to their covered properties has been caused by viral contamination.

46. The exclusion does not exclude Plaintiffs’ claims for loss of business income or extra expense because they do not claim that the direct physical loss of or damage to their respective covered properties was caused by viral contamination.

47. The insurance industry has recognized that the risks associated with pandemics can constitute physical losses to the utilization of property and adversely impact the financial condition of businesses.

48. Specifically, The Hanover Insurance Group, Inc., on behalf of itself and its subsidiaries, recognized in February, 2020, the risk of pandemics

to its property and casualty insurance claims, noting in its Form 10-K submitted to the United States Securities and Exchange Commission as its official annual report that:

Underwriting results and operating income could be adversely affected by further changes in our net loss and LAE estimates related to significant events or emerging risks, such as risks related to attacks on or breaches of cloud-based data information storage or computer network systems (“cyber-risks”), privacy regulations or disruptions caused by major power grid failures or widespread electrical and electronic equipment failure due to aging infrastructure, natural factors like hurricanes, earthquakes, wildfires, solar flares **and pandemic** or man-made factors like terrorism.

The Hanover Insurance Group, Inc., 2019 Annual Report at 17 (Form 10-K) (Feb. 24, 2020), *available at* https://www.sec.gov/Archives/edgar/data/944695/000156459020006025/thg-10k_20191231.htm.

The Pandemic and the Covered Cause of Loss

49. The World Health Organization has declared the existence of a Pandemic.

50. The Pandemic is a public health crisis that has profoundly impacted American society, including the public’s ability to safely obtain medical care.

51. Plaintiffs have suffered direct physical loss of or damage to Covered Property caused by the off-site Pandemic and the suspension or limitation of operations to protect patients and health care providers from the pandemic.

52. Plaintiffs have suffered direct physical loss of or damage to Covered Property caused by or resulting from the governmental orders limiting the use of Plaintiffs' properties and stay at home orders or some combination of the foregoing.

53. Plaintiffs plead all theories of liability in the alternative or cumulatively.

The Connecticut Closure Orders

54. On March 10, 2020, Governor Lamont of the State of Connecticut ordered a Declaration of Civil Preparedness and Public Emergencies.

55. On March 20, 2020, Governor Lamont entered an order directing all residents in Connecticut to stay at home, imposing social distancing rules, limited occupancy of buildings, and reiterated that any entity that does not employ individuals to perform essential worker functions as set forth in guidance provided by the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA) shall adhere to limitations on social gatherings and social distancing set forth in the Order. The purpose of the order was to attempt to control the natural disaster of the Pandemic.

56. Thereafter, Governor Lamont, has continued to enter a series of Executive Orders.

57. On March 26, 2020, the Governor of the State of Connecticut issued a civil authority order limiting social gatherings of more than 5 people. The purpose of the order was to attempt to control the natural disaster of the Pandemic in the

state. On February 8, 2021, the Governor of the State of Connecticut extended Connecticut's State of Emergency in response to the Pandemic until April 19, 2021.

58. The Connecticut Closure Orders were issued in response to the rapid spread of the Pandemic throughout Connecticut. The Closure Orders are civil authority orders which contributed to causing the suspension of Plaintiff's routine operations.

59. As a response to the Pandemic, the Governor of Connecticut has issued these orders pursuant to the authority vested in him by the Connecticut Constitution and the laws of Connecticut.

60. Similarly, the Connecticut Department of Public Health, pursuant to its authority under Connecticut law, has issued directives and guidance related to the Pandemic commencing on March 16, 2020 and continuing to the present time.

61. The State of Connecticut is a civil authority contemplated by Defendant's Policies.

62. The Governor of the State of Connecticut and the State of Connecticut Public Health Department are civil authorities contemplated by Defendant's Policies.

63. The Plaintiffs have incurred actual loss of business income and reasonable and necessary Extra Expense caused by action of civil authorities prohibiting access to the covered properties due to direct physical loss of or damage to property.

The Impact of The Natural Disaster of the Pandemic and the Closure Orders

64. Loss of use of property due to the natural disaster of the Pandemic constitutes direct physical loss of or damage to property for purposes of first-party property insurance.

65. As the drafters of the Policies, if Defendants had wished to exclude from coverage loss of use of property because of a natural disaster such as a pandemic that has not been physically contaminated, altered or deformed, they could have used explicit language stating such a definition, but they did not do so.

66. The State of Connecticut, through the Governor and Department of Public Health, have issued and continue to issue authoritative orders governing Connecticut citizens and businesses, including the Plaintiff's business, in response to the Pandemic, the effects of which have caused and continue to cause Plaintiff to cease and/or significantly reduce operations at the premises described in the Policies and to incur Extra Expenses.

67. As a result of the imminent threat of the Pandemic, Plaintiffs have lost Business Income and incurred Extra Expense.

Plaintiffs Submitted Notices of Loss to Defendant and Were Wrongfully Denied Coverage

68. Plaintiffs submitted notices of loss to Defendants due to the Pandemic. The Defendants denied those claims. The denial letters are attached hereto and incorporated by reference as *Exhibits F, G, and H*, respectively.

69. Upon information and belief, Defendants are using a form denial letter to deny coverage to all its insureds with policies similar to Plaintiffs' and are otherwise uniformly refusing to pay insureds under their standard policies for loss and damage related to the Pandemic.

70. Upon information and belief, Defendants did not engage in any investigation of the Covered Properties related to the claimed losses at the Covered Properties.

VI. LEGAL CLAIMS FOR RELIEF

Count I – Breach of Contract

71. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.

72. The Policies are contracts under which Defendants were paid premiums in exchange for their promises to pay Plaintiffs' losses for claims covered by the Policies.

73. Pursuant to the Policies, Defendants agreed to pay for their insureds' actual loss of Business Income sustained due to the necessary suspension of their operations during the "period of restoration".

74. The Pandemic has caused direct physical loss of or damage to Plaintiffs' Covered Property, requiring suspension of operations at each Covered Property. Losses caused by the Pandemic thus triggered the Business Income provision of the Policies.

75. Plaintiffs have complied with all applicable provisions of the Policies and/or those provisions have been waived by Defendants, or Defendants are estopped from asserting them, and yet Defendants have abrogated their insurance coverage obligations pursuant to the Policies' terms.

76. By denying coverage for any Business Income losses incurred by Plaintiffs in connection with the Pandemic, Defendants have breached their coverage obligations under the respective Policies.

77. Defendants also agreed to pay necessary Extra Expense that their insureds incurred during the "period of restoration" that the insureds would not have sustained if there had been no direct loss to property caused by or resulting from a Covered Cause of Loss.

78. "Extra Expense" includes expenses to avoid or minimize the suspension of business and continue operations.

79. Due to the Pandemic, Plaintiffs have incurred Extra Expense at their Covered Property. Plaintiffs have complied with all applicable provisions of the Policies and/or those provisions have been waived by Defendants, or Defendants are estopped from asserting them, and yet Defendants have abrogated its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms.

80. By denying coverage for any Extra Expenses incurred by Plaintiffs in connection with the Pandemic, Defendants have breached their coverage obligations under the Policies.

81. Defendants agreed to give due consideration in settlement of a claim to expenses incurred in taking all reasonable steps to protect Covered Property from further damage.

82. In suspending or limiting operations, Plaintiffs incurred expenses in connection with reasonable steps to protect Covered Property.

83. Plaintiffs have complied with all applicable provisions of the Policies and/or those provisions have been waived by Defendants, or Defendants are estopped from asserting them, and yet, Defendants have abrogated insurance coverage obligations pursuant to the Policies' terms.

84. In complying with the Closure Orders and otherwise suspending or limiting operations, Plaintiffs incurred expenses in connection with reasonable steps to protect Covered Property.

85. Plaintiffs have complied with all applicable provisions of the Policies and/or those provisions have been waived by Defendants, or Defendants are estopped from asserting them, and yet Defendants have abrogated their insurance coverage obligations pursuant to the Policy's clear and unambiguous terms.

86. Defendants agreed that "when a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of 'Business Income' you sustain, and necessary Extra Expense caused by action of a civil authority that prohibits access to the described 'premises'...".

87. By denying coverage for loss of Business Income and necessary Extra Expense sustained by action of a Civil Authority, Defendants have breached their coverage obligations under the Policies.

88. Plaintiffs' suffered direct physical loss of or damage to Covered Property and resulting in loss of Business Income due to both the voluntary and government mandated suspension and cessation of Plaintiffs' business operations in response to the presence and imminent risk posed by the natural disaster of the Pandemic.

89. As a result of Defendants' breaches of the Policies, Plaintiffs have sustained substantial damages for which Defendants are liable, in an amount to be established at trial.

COUNT II – Breach of The Covenant of Good Faith and Fair Dealing

90. Plaintiffs repeat and reallege the preceding paragraphs as though fully set forth herein.

91. In Connecticut, the Defendants are bound by the implied contractual covenant of good faith dealing.

92. The Plaintiffs and Defendants are parties to contracts under which the Plaintiffs reasonably expected to receive certain benefits; the Defendants engaged in conduct that injured the Plaintiffs' right to receive those benefits; and when committing the acts by which they injured the Plaintiffs' rights to receive benefits they reasonably expected to receive under the contract, the Defendants acted in bad faith.

93. The Defendants violated the covenant of good faith and fair dealing by using a predetermined decision not to cover any claim; failing to properly inquire into relevant facts supporting their denial; failing to take the appropriate procedures for handling Plaintiff's claim; failing to advise certain Plaintiffs as to its position regarding their notice of claim; declining to make clear, and good faith efforts to resolve the contractual relationship between Plaintiff and Defendant.

COUNT III – CUTPA/CUIPA Violation

94. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.

95. Defendants are “persons” and engaged in the business of insurance as defined by C.G.S. § 38a-815.

96. In their handling of claims for business interruption losses caused by the Pandemic, Defendants have a general business practice of refusing to pay claims without conducting a reasonable investigation based upon all available information, failing to attempt in good faith to effectuate prompt, fair and equitable settlements of claims in which liability is reasonably clear, and compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amount ultimately recovered in actions brought by such insureds.

97. Section 38a-816 of the Connecticut Unfair Insurance Practices Act (hereinafter, CUIPA), prohibits unfair claim settlement practices and provides in part: “6) Unfair claim settlement practices. Committing or performing with such

frequency as to indicate a general business practice any of the following: (a) Misrepresenting pertinent facts or insurance policy provisions relating to coverage at issue; (b) failing to acknowledge and act with reasonable promptness upon communications with respect to claims arising under insurance policies; (c) failing to adopt and implement reasonable standards for the prompt investigation of claims arising under insurance policies; (d) refusing to pay claims without conducting a reasonable investigation based upon all available information; (e) failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed; (f) not attempting in good faith to effectuate prompt, fair and equitable settlements of claim in which liability has become reasonably clear; (g) compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by such insureds.”

98. Defendants’ actions set forth herein constitute violations of the Connecticut Unfair Practices Act, C.G.S. § 38a-816(6)(c), (d), (f) and (g) and were committed with such frequency as to indicate a general business practice.

99. Defendants are “persons” within the meaning of C.G.S. § 42-110a (3).

100. The conduct of the Defendants alleged herein constitutes a series of deceptive acts and practices within the meaning of Connecticut General Statutes Section 42-110b(a) in the conduct of the trade or business of insurance.

101. As a result of Defendants' deceptive acts and practices as foresaid within the meaning of Connecticut General Statutes Section 42-110b(a), the Plaintiffs failed to receive the coverage and benefits required by the Policies of insurance at issue herein, and otherwise have incurred severe ascertainable losses as a direct and proximate result.

VI. REQUEST FOR RELIEF

WHEREFORE, EC Optics, LLC, and Rocky Hill Pediatrics, LLC respectfully request that the Court enter judgment in its favor and against Citizen Insurance Company of America and The Hanover Insurance Group, Inc. as follows:

- a. For a judgment against Citizen Insurance Company of America and The Hanover Insurance Group, Inc. for the causes of action alleged against it;
- b. For compensatory damages in an amount to be proven at trial;
- c. For pre-judgment and post-judgment interest at the maximum rate permitted by law;
- d. For Plaintiffs' attorneys' fees;
- e. For Plaintiffs' costs incurred;
- f. For punitive damages; and
- g. For such other and further relief as the Court deems just and proper.

WHEREFORE, Southern Connecticut Vascular Center, LLC, d/b/a The Vascular Experts, respectfully request that the Court enter judgment in its favor and against Massachusetts Bay Insurance Company and The Hanover Insurance Group, Inc. as follows:

- a. For a judgment against Massachusetts Bay Insurance Company and The Hanover Insurance Group, Inc. for the causes of action alleged against it;
- b. For compensatory damages in an amount to be proven at trial;
- c. For pre-judgment and post-judgment interest at the maximum rate permitted by law;
- d. For Plaintiff's attorneys' fees;
- e. For Plaintiff's costs incurred;
- f. For punitive damages; and
- g. For such other and further relief as the Court deems just and proper.

VII. DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a trial by jury on all matters so triable.

**Respectfully submitted,
Attorneys for Plaintiffs**

By: /s/ R. Cornelius Danaher, Jr.

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