

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, SS SUPERIOR COURT
NO.

kg JANET BRENNAN)
)
Plaintiff,)
)
v.)
)
METROPOLITAN LIFE INSURANCE)
COMPANY)
INSURANCE SPECIALISTS, INC.)
Defendants)

COMPLAINT FOR DAMAGES WITH JURY DEMAND

Plaintiff Janet Brennan brings this complaint against defendant Metropolitan Life Insurance Company and defendant Insurance Specialists, Inc., for unlawfully refusing to pay disability-insurance benefits under a disability insurance policy and certificate of insurance. This is not an ERISA governed lawsuit.

PARTIES

1. Plaintiff Janet Brennan (“Ms. Brennan”) is an individual and citizen of Newton, Middlesex County, Massachusetts.

2. Defendant Metropolitan Life Insurance Company (“MetLife”) is an insurance company existing under the laws of the State of New York, having a place of business at New York, New York County, New York, and doing business in the

Commonwealth of Massachusetts with an office at Boston, Suffolk County,
Massachusetts

3. Defendant Insurance Specialists, Inc. (“ISI”) is a Georgia corporation, authorized to do business in the Commonwealth of Massachusetts, having a place of business at 2964 Peachtree Road, NW, Suite 105, Atlanta, Georgia and a registered agent in this Commonwealth as Registered Agent Solutions, Inc. 44 School Street, Suite 505, Boston, Suffolk County, Massachusetts.

JURISDICTION AND VENUE

4. Personal jurisdiction is predicated against MetLife as it has an office in Suffolk County, Massachusetts, and ISI has a resident agent in Suffolk County, Massachusetts.
5. This action involves a controversy exceeding fifty-thousand dollars (\$50,000.00).

FACTS COMMON TO ALL COUNTS

6. ISI doing business as The ISI Insurance Trust entered into group contract number 151697-1-G with MetLife.
7. MetLife issued a certificate dated April 1, 2017 providing for disability insurance coverage to certificate holders under the policy providing for long-term disability insurance coverage (“LTD Plan”).
8. ISI as the policyholder, is a necessary party to afford complete relief to Ms. Brennan.
9. Ms. Brennan is a certificate holder under the LTD Plan.

10. Ms. Brennan had to cease working in her occupation as a lead business analyst, because she was stricken with COVID-19, and the symptoms of her illness prevented her from working in her occupation.

11. Although Ms. Brennan survived the acute stage of the illness, COVID-19 has left her with debilitating symptoms, including severe fatigue, shortness of breath, reduced dexterity, and memory recall impairment, that make it impossible for Ms. Brennan to think clearly and remember new information and to fulfill her prior occupational duties.

12. Ms. Brennan filed a claim for benefits under the LTD Plan.

13. By letter dated May 24, 2021, MetLife determined that after Ms. Brennan left work on January 12, 2021, she met the 60-day elimination period and MetLife began paying LTD benefits beginning on March 14, 2021 in the amount of \$6,279 per month.

14. MetLife terminated LTD benefits on November 9, 2021 although Ms. Brennan's health had not improved.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT AGAINST METLIFE

16. Mr. Brennan realleges the preceding paragraphs and incorporates the same by reference as if fully set forth herein again.

17. Under the terms of the LTD Plan:

Disabled or Disability means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to earn more than 80% of Your Predisability Earnings at Your Own Occupation

18. At all times material hereto, Ms. Brennan was disabled under the terms of the LTD Plan and remains disabled to date.

19. The decision to deny benefits by MetLife was wrongful and not in compliance with laws and the terms of the LTD Plan.

20. ISI agreed to provide long-term disability coverage to Ms. Brennan as a certificate holder of the group policy.

21. As a direct and proximate result of MetLife's breach of contract under the LTD Policy, MetLife caused damages to Ms. Brennan.

22. MetLife owes Ms. Brennan no less than \$6,279 per month since the date MetLife terminated benefits and through the current date.

SECOND CAUSE OF ACTION

BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

AGIANST METLIFE

23. Ms. Brennan repeats and realleges the allegations set forth above and incorporates the same by reference herein.

24. The duty of good faith and fair dealing applies to insurance contracts.

25. There is an implied covenant of good faith and fair dealing in every contract that neither party will do anything to injure the right of the other party to the contract to receive the agreement's benefits.

26. Even before the passage of Chapters 93A and 176D, an insurer had an obligation to act in good faith, to "exercise common prudence to discover the facts as to liability and

damages upon which an intelligent decision may be based.” *Murach v. Massachusetts Bonding and Ins. Co.*, 339 Mass. 184, 187(1959).

27. A party to a contract may violate the implied covenant of good faith and fair dealing without breaching the terms of the contract so long as it harmed the right of the other party, in this case, Ms. Brennan to receive benefits under the contract.

28. MetLife breached the covenant of good faith and fair dealing implied in the terms of the Certificate of Insurance and under the laws of the Commonwealth of Massachusetts by failing to pay benefits due to Ms. Brennan and denying insurance coverage to Ms. Brennan as she reasonably expected.

29. As a direct and proximate result of the acts and omissions of MetLife in refusing to pay benefits to Ms. Brennan after November 9, 2021, she suffered damages.

30. MetLife owes Ms. Brennan no less than \$6,279 per month since the date it terminated benefits and through the current date.

THIRD CAUSE OF ACTION

VIOLATION OF M.G.L. C. 93A AND C. 176D

AGAINST METLIFE AND ISI

31. Ms. Brennan repeats and realleges the allegations set forth in paragraphs above and incorporates the same by reference herein.

32. At all times material hereto, both MetLife and ISI have been engaged in trade or commerce within the Commonwealth of Massachusetts as those terms are defined under G.L. c. 93A.



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