

## Complaint for Subrogation Claim

The Plaintiff, above named, complaining of Defendants, above named, alleges and says as follows:

1. Plaintiff is an insurance company doing business in the State and County aforesaid.
2. That, upon information and belief, the Defendants are residents of the State and County aforesaid.
3. That the Plaintiff insured \_\_\_\_\_ under a contract of insurance and that said contract of insurance was in full force and effect at the time of the accident hereinafter referred to.
4. That pursuant to the aforesaid contract of insurance, the Plaintiff is entitled to claim and pursue subrogation rights against third parties responsible for losses paid out under said contract of insurance.
5. That at the time and place relevant hereto, Plaintiff is informed and believes the Defendant \_\_\_\_\_ ("Defendant-owner") was the owner of that certain motor vehicle which was being operated by the Defendant \_\_\_\_\_ ("Defendant-operator"), and that said Defendant-owner had caused said motor vehicle to be negligently entrusted to the Defendant-operator, and/or said vehicle was being used for a family purpose.
6. That Plaintiff is informed and believes that on or about \_\_\_\_\_ the Defendant operator caused the vehicle he was operating to suddenly and without warning, violently collide with and crash into the Plaintiff's insured vehicle, thereby proximately causing the personal injuries and/or property damages complained of herein, and for which Plaintiff was required to pay.
7. That the damages for which Plaintiff was responsible under the aforesaid contract of insurance was directly caused and occasioned by the negligent, willful, wanton, reckless and grossly negligent manner in which the Defendant-operator was operating the vehicle (s)he was driving upon the highways of this State, in one or more of the following particulars, to wit:
  - (a) In failing to keep a proper lookout and decrease speed as required by the traffic circumstances then and there present:
  - (b) In operating a vehicle in a reckless and unlawful manner;
  - (c) In operating a vehicle without proper brakes or other mechanical devices which would have enabled said vehicle to be maintained under control or to be stopped at the time and place relevant hereto, or, if it were so equipped, in failing to properly use such mechanical devices;
  - (d) In operating a motor vehicle, an inherently dangerous instrument, in a public area in complete and utter disregard for the rights of others using the same public area;
  - (e) In failing and proper lookout;

(f) In operating a motor vehicle at a speed which was too fast for conditions;

(g) In failing to yield the right of way;

(h) In failing to bring the motor vehicle to a stop, or to change, alter or divert the course of same when the insured vehicle was observed, or in the exercise of ordinary care and diligence, should have been observed by a person possessed of ordinary physical characteristics and abilities; and

(I) In failing to exercise that degree of care and caution as would a reasonably prudent person under the same or similar circumstances;

all of which are in violation of the laws governing operation of motor vehicles on public roads in the State of South Carolina.

8. That the aforesaid tortious acts of the Defendant operator are imputed and attributable to the Defendant-owner by virtue of the negligent entrustment of said vehicle by Defendant-owner to Defendant-operator, and/or the use of the aforesaid vehicle for a family purpose and/or, in addition, the Defendant-owner was willful, wanton, reckless, careless, negligent and grossly negligent in the following particulars, to wit:

(a) In failing and omitting to properly inspect, service and/or otherwise maintain the brakes of said motor vehicle so as to make reasonably certain said vehicle was in safe operating condition;

(b) In failing and omitting to properly inspect, service and or otherwise maintain the steering equipment of said motor vehicle so as to make reasonably certain said vehicle was in safe operating condition; and

(c) In entrusting a motor vehicle, an inherently dangerous instrumentality, to one who was incompetent to operate it safely.

9. That as the result of the negligence of the Defendants', Plaintiff has caused to be paid to, or on behalf of, it's insured the total amount of \$ \_\_\_\_\_ Dollars, for which amount Plaintiff now seeks judgment against the Defendants.

WHEREFORE, Plaintiff demands judgment against the Defendants above named, jointly and severally, in the amount of \$ \_\_\_\_\_ Dollars, with interest at the legal rate, for the costs of this action and for such other and further relief as may just and proper.

Attorney for Plaintiff