<<COURT\_NAME>>

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| <<INJUREDPARTY\_NAME>>    Plaintiff,  vs.  <<INSURANCECOMPANY\_SUITNAME>>  Defendant. | Case No. <<INDEXORAAA\_NUMBER>> |

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**COMPLAINT**

Plaintiff, <<INJUREDPARTY\_NAME>>, by and through undersigned counsel, hereby files this Complaint against Defendant, <<INSURANCECOMPANY\_SUITNAME>>, and in support thereof, would allege:

**JURISDICTION AND VENUE**

1. This is an action for monetary damages that is $<<BALANCE\_AMOUNT>> exclusive of prejudgment interest, costs, and attorneys’ fees.
2. Venue is proper in <<COURT\_COUNTY>> County, Florida pursuant to Florida Statute 47.011, because the cause of action upon which these allegations are based accrued in <<COURT\_COUNTY>> County, Florida, and the property at issue is located in <<COURT\_COUNTY>> County, Florida.

**PARTIES**

1. Plaintiff, <<INJUREDPARTY\_NAME>>, is a natural person and for all times material to this action was a resident of <<COURT\_COUNTY>> County, Florida.
2. Defendant, <<INSURANCECOMPANY\_SUITNAME>>, was licensed/authorized to and was doing business in the State of Florida.
3. Defendant, <<INSURANCECOMPANY\_SUITNAME>>, is an authorized insurance carrier by the State of Florida to engage in the business of insurance with Florida citizens, and is duly authorized to, and does in fact, issue, or otherwise causes to be issued, policies of insurance in <<COURT\_COUNTY>> County, Florida, and throughout the State of Florida.

**COUNT I - BREACH OF CONTRACT**

1. This is a cause of action for damages by Plaintiff, <<INJUREDPARTY\_NAME>>, against Defendant, <<INSURANCECOMPANY\_SUITNAME>>, for breach of contract.
2. Plaintiff purchased a homeowner’s insurance policy from Defendant, which insured property owned by Plaintiff located at <<INJUREDPARTY\_FULL\_ADDRESS>> (the “Property”).
3. In consideration for a premium paid to it by Plaintiff, Defendant issued to Plaintiff a homeowner’s insurance policy bearing policy number <<POLICY\_NUMBER>> (“the Policy”).
4. The Plaintiff does not have a copy of the foregoing insurance policy and/or the same is in the possession of the Defendant.
5. The foregoing insurance policy was in full force and effect at all material times hereto and during the subject date of loss.
6. At all times material hereto, the Policy, among other things, provided insurance coverage for the dwelling, other structures, loss of use, and the personal property owned by the Plaintiff.
7. On or about <<ACCIDENT\_DATE>>, Plaintiff suffered a loss due to a covered peril under the Policy involving the Property.
8. Upon notice of the loss, Plaintiff timely reported the damage to Defendant.
9. In response, Defendant acknowledged the loss and assigned an adjuster and claim number <<INS\_CLAIM\_NUMBER>>.
10. Thereafter, Defendant conducted and completed an investigation of the loss.
11. However, Defendant has breached the Policy by denying coverage for the loss and failing or refusing to pay all benefits due and owing which Plaintiff is entitled to under the Policy.
12. All conditions precedent and post-loss obligations to obtaining payment of said benefits under the Policy have been complied with, met, or waived.
13. Plaintiff has suffered damages as a result of not having benefits paid pursuant to the insurance Policy by Defendant.
14. As a direct and proximate result of the conduct of Defendant, Plaintiff has been obligated to retain the undersigned attorney to bring this action, and is entitled to a reasonable attorney’s fee pursuant to Florida Statute 627.428.

**WHEREFORE**, Plaintiff, <<INJUREDPARTY\_NAME>>, demands a judgment against Defendant, <<INSURANCECOMPANY\_SUITNAME>>, for damages, attorney’s fees, prejudgment interest, costs, and all other relief deemed just and proper by this Court, and **RESPECTFULLY REQUESTS A JURY TRIAL.**

**Florida Insurance Law Group, LLC**

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