<<COURT\_NAME>>

|  |  |
| --- | --- |
| <<PROVIDER\_SUITNAME>>,  a/a/o <<INJUREDPARTY\_NAME>>    Plaintiff,  vs.  <<INSURANCECOMPANY\_SUITNAME>>  Defendant.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ | Case No. <<INDEXORAAA\_NUMBER>> |

CERTIFICATE OF SERVING FIRST REQUEST FOR ADMISSIONS TO

DEFENDANT <<INSURANCECOMPANY\_SUITNAME>>

I HEREBY CERTIFY that on February 19, 2022, a true and correct copy of the foregoing was filed and served on the Defendant through Florida Courts E-Filing Portal.

**Florida Insurance Law Group, LLC**

8724 Sunset Drive, #260, Miami, FL 33173

Tel. (305) 906-4262



Robert F. Gonzalez, Esq.

Fla. Bar No. 68865

[Pleadings@flinslaw.com](mailto:Pleadings@flinslaw.com)

<<COURT\_NAME>>

|  |  |
| --- | --- |
| <<PROVIDER\_SUITNAME>>,  a/a/o <<INJUREDPARTY\_NAME>>    Plaintiff,  vs.  <<INSURANCECOMPANY\_SUITNAME>>  Defendant.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ | Case No. <<INDEXORAAA\_NUMBER>> |

FIRST REQUEST FOR ADMISSIONS TO

DEFENDANT, <<INSURANCECOMPANY\_SUITNAME>>

<<PROVIDER\_SUITNAME>>, by and through the undersigned counsel hereby requests <<INSURANCECOMPANY\_SUITNAME>>, to admit the truth of the following matters and/or the genuineness of the document described in each request pursuant to Florida Rules of Civil Procedure 1.370 within thirty (30) days after service.

The terms “you” and “your” mean <<INSURANCECOMPANY\_SUITNAME>>, or any person, entity or corporation except your own attorney, that is or was acting on behalf of or under the direction of or at the instruction of <<INSURANCECOMPANY\_SUITNAME>>, during the relevant time of the events referenced in the Complaint in this cause.

The term “insurance claim” means a claimed loss made by the Insured, <<INJUREDPARTY\_NAME>> bearing claim number <<INS\_CLAIM\_NUMBER>> with Defendant for the property located at <<INJUREDPARTY\_FULL\_ADDRESS>>.

**REQUEST FOR ADMISSIONS**

1. Admit that for all relevant times of the loss as alleged in the Complaint, a binding insurance contract between <<INJUREDPARTY\_NAME>> and Defendant was in effect.
2. Admit that the subject insurance policy as described in the Complaint between the <<INJUREDPARTY\_NAME>> and the Defendant was drafted by the Defendant.
3. Admit that the insurance policy as described in the Complaint provided insurance coverage for the damages stemming from a Peril Insured Against to the property located at <<INJUREDPARTY\_FULL\_ADDRESS>>, subject to certain policy exclusions and conditions.
4. Admit that the insurance policy as described in the Complaint is considered to be an “all-risks policy” as that term is commonly understood in the insurance industry.
5. Admit that on or about <<ACCIDENT\_DATE>>, <<INJUREDPARTY\_NAME>> suffered a loss to the property insured by the Defendant that is located at <<INJUREDPARTY\_FULL\_ADDRESS>> as a result of a covered peril under the insurance policy as described in the Complaint.
6. Admit that the Defendant and/or Defendant’s agent inspected the property relevant to the insurance claim as described in the Complaint after having received notice of a loss from the Insured, <<INJUREDPARTY\_NAME>>.
7. Admit that the Defendant and/or Defendant’s agent either conducted an examination under oath or elected to forego taking the same with respect to the insurance claim by the Insured, <<INJUREDPARTY\_NAME>>.
8. Admit that the Defendant and/or Defendant’s agent received documentation from Plaintiff or from their agents and/or assigns pertaining to the repair or replacement of the alleged physical damages to the insured property <<INJUREDPARTY\_NAME>>, in relation to the subject claim/loss.
9. Admit that Defendant has not issued payment to the <<PROVIDER\_SUITNAME>> stemming from the subject insurance claim.
10. Admit that the insurance claim by the <<INJUREDPARTY\_NAME>> is not excluded from coverage under the subject insurance policy with Defendant.
11. Admit that <<PROVIDER\_SUITNAME>>’s estimate of repair or replacement is directly related to the damages sustained by <<INJUREDPARTY\_NAME>> in the claim referenced in the subject Complaint.
12. Admit that the Defendant and/or Defendant’s agent received notice of the Assignment of Benefits executed between Plaintiff and Insured <<INJUREDPARTY\_NAME>> prior to making any payment to the Insured in the instant claim.
13. Admit that the Defendant and/or Defendant’s agent received notice of the Assignment of Benefits executed between Plaintiff and Insured, <<INJUREDPARTY\_NAME>>, prior to making any payment for same in the instant claim.
14. Admit that prior to the initiation of the instant law suit, Defendant refused or failed to remit payment for the services invoiced by Plaintiff in relation to the subject loss.
15. Admit that the Defendant was not a party to the Assignment of Benefits entered into between Plaintiff and the Insured, <<INJUREDPARTY\_NAME>>.
16. Admit that the Defendant has never retained an expert in roofing to inspect the subject property relating to this claim.
17. Admit that the Policy of Insurance does not contain a provision or exclusion that specifically excludes from coverage the types of services provided by the Plaintiff to the Assignor in the instant matter.
18. Admit that prior to the initiation of this lawsuit, Plaintiff had complied with the Fla. Stat. §627.7152.
19. Admit that any failure to comply with Fla. Stat. §627.7152 has not caused any prejudice to the Defendant.

20. Admit that Defendant failed to inspect the subject property within seven (7) calendar days after receiving first notice of the loss.

21. Admit that Defendant failed to respond to Plaintiff’s 10-day demand letter within ten (10) business days of receipt.

22. Admit that Defendant failed to invoke appraisal within ten (10) business days of receipt Plaintiff’s 10-day demand letter.