<<COURT\_NAME>>

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

**COMPLAINT**

Plaintiff, <<PROVIDER\_SUITNAME>> a/a/o <<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 in the amount of $<<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, <<PROVIDER\_SUITNAME>>, is a Florida Limited Liability Company.
2. Defendant, <<INSURANCECOMPANY\_SUITNAME>>, is an entity doing business in the State of Florida and specifically, <<COURT\_COUNTY>>, 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, <<PROVIDER\_SUITNAME>> as an assignee of the Insured, <<INJUREDPARTY\_NAME>> (hereinafter referred to as “Assignor”), against Defendant, <<INSURANCECOMPANY\_SUITNAME>>, for breach of contract.
2. Assignor purchased a homeowner’s policy of insurance from Defendant, which insured the property owned by the Insured located at <<INJUREDPARTY\_FULL\_ADDRESS>> (the “Property”).
3. In consideration for the payment of a premium, Defendant issued an insurance policy inuring to the benefit of <<INJUREDPARTY\_NAME>> (“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 and will be obtained via discovery.
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 direct physical losses to the property.
7. On or about <<ACCIDENT\_DATE>>, Assignor suffered a loss due to covered perils contemplated under the Policy; and timely reported the damage to Defendant.
8. Following the loss, a written assignment of benefits was properly executed by the fully authorized parties as a memorialization of the assignment agreement in exchange for <<SERVICE\_TYPE>> services to the Insured directly relating to the loss. *A true and correct copy of aid Assignment of Benefits and an Itemized Per-Unit Cost Estimate is attached hereto as Exhibit A.*
9. Plaintiff provided the Defendant a copy of the executed assignment of benefits, including the statutory notice and itemized per-unit cost estimate as required by Fla. Stat. §627.7152.
10. In response to Assignor’s reported claim, Defendant acknowledged the loss and assigned an adjuster and the claim number <<INS\_CLAIM\_NUMBER>> for same.
11. Thereafter, Defendant conducted and completed an investigation of the loss.
12. Defendant has breached the Policy by denying coverage for the loss and/or failing or refusing to pay all benefits due and owing which Plaintiff is entitled to under the Policy and assignment of benefits.
13. All conditions precedent and post-loss obligations to obtaining payment of said benefits under the Policy have been complied with, met, or waived.
14. Any conditions precedent and post-loss obligations not met or complied with, have not caused any prejudice to the Defendant.
15. Plaintiff is seeking an extension and/or modification of exisiting law.
16. Plaintiff has suffered damages as a result of not having all of the benefits paid owed to the Plaintiff pursuant to the insurance Policy by Defendant.
17. 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 applicable Florida law.

**WHEREFORE**, Plaintiff, <<PROVIDER\_SUITNAME>>, 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.**

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