<<COURT\_NAME>>

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

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**PLAINTIFF’S MOTION FOR LEAVE TO AMEND COMPLAINT**

**COMES NOW**, Plaintiff, <<PROVIDER\_SUITNAME>>, by and through the undersigned counsel, and hereby files this Motion for Leave to Amend Complaint, and in support thereof further states:

1. Plaintiff respectfully requests that this Honorable Court grant Plaintiff leave to amend its Complaint for the reasons set forth below.
2. Fla. R. Civ. P. 1.190.(e) titled “Amendments Generally” states, in relevant part, as follows:

*“At any time in furtherance of justice, upon such terms as may be just, the court may permit any process, proceeding, pleading, or record to be amended or material supplemental matter to be set forth in an amended or supplemental pleading.”*

1. Additionally, Fla. R. Civ. P. 1.190(a) titled “Amendments” states, in part, the following:

*“Leave of court shall be given freely when justice so requires.”*

1. Florida Courts have interpreted this provision to allow a party to amend its pleadings unless there has been an abuse of the amendment privilege, there is prejudice to the opposing part, or an amendment would be futile. *Life General Security Ins. Co*., 667 So.2d 967,969 (Fla.4th DCA 1996); *Spradley v. Stick*, 622 So. 2d 610, 613 (Fla. 1st DCA 1993). This liberal policy of allowing litigants freedom to amend their pleadings allows causes to be resolved on their merits. *See Life General*, 667 So.2d at 969*. Spencer v. Gonzalez*, 731 So. 2d 111, 112 (Fla. 1st DCA 1999); and *Hatcher v. Chandler*, 589 So.2d 428, 429 (Fla 1st DCA 1991).
2. Plaintiff seeks leave to amend to correct the damages amount and the invoice that Plaintiff is seeking recovery for.
3. The above styled action is still in its initial phase, and as such, the granting of this motion will not prejudice the Defendant.
4. As a result, Plaintiff hereby requests that this Honorable Court permit it leave to amend its Complaint to correct the errors stated above.
5. In the event this Motion is granted, the Plaintiff’s requests that this Court accept the Amended Complaint, attached hereto as Exhibit “1” for filing, and respectfully request that this Court deem same as filed as of the date of entry of the Order granting Plaintiff's leave to amend.
6. This Motion is filed in good faith and not for the purpose of delay.

WHEREFORE, Plaintiff, requests the Court to enter an Order granting the Plaintiff leave to amend the Complaint, or in the alternative accepting Plaintiff’s Amended Complaint attached hereto as Exhibit 1, and grant such other further relief that is just and appropriate under the circumstances.

**CERTIFICATE OF SERVICE**

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

**The Florida Insurance Law Group, LLC**

8724 Sunset Drive, #260, Miami, FL 33173

Tel. (305) 906-4262



Leo Manon, Esq.

Fla. Bar No. 115757

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

**EXHIBIT**

**1**

<<COURT\_NAME>>

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

**AMENDED STATEMENT OF CLAIM**

Plaintiff, <<PROVIDER\_SUITNAME>>, by and through undersigned counsel, hereby files this Amended Statement of Claim 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 Broward County, Florida pursuant to Florida Statute 47.011, because the cause of action upon which these allegations are based accrued in Broward County, Florida, and the property at issue is located in Broward County, Florida.

**PARTIES**

1. Plaintiff, <<PROVIDER\_SUITNAME>>, is Florida Limited Liability Company.
2. Defendant, <<INSURANCECOMPANY\_SUITNAME>>, is an entity doing business in the State of Florida and specifically, Broward 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 Broward 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 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 and file with the Court.
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>>, direct physical damages to the Assignor’s property occurred, a covered peril 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 mold services to the Insured directly relating to the loss. *A true and correct copy said Assignment of Benefits is attached hereto as an Exhibit.*
9. Plaintiff has complied with all statury requirements*.*
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. Plaintiff has submitted reasonably priced bills for the services rendered to the Insured and has not received full payment for same by Defendant.
13. 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.
14. All conditions precedent and post-loss obligations to obtaining payment of said benefits under the Policy have been complied with, met, or waived and no prejudice has been suffered by the Defendant. Ingersoll v. Hoffman, 589 So. 2d 223 (Fla. 1991); Lopez v. JP Morgan Chase Bank, N.A., 207 So. 3d 294 (Fla. 3rd DCA 2016); Bank of America, Nat’l Assoc. v. Asbury, 165 So. 3d 808 (Fla. 2nd DCA 2015).
15. Plaintiff is seeking an extension and/or modification of existing 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.**

**CERTIFICATE OF SERVICE**

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

**Florida Insurance Law Group, LLC**

8724 Sunset Drive, #260, Miami, FL 33173

Tel. (305) 906-4262

Logo, company name

Description automatically generated

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