

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA**

RESTORATION ASSOCIATION
OF FLORIDA, INC., and AIR QUALITY
ASSESSORS, LLC

CASE NO.: 2022 CA 000818

Plaintiffs,

v.

DAVID ALTMAIER, in his official capacity
as Florida Insurance Commissioner,
AMERICAN INTEGRITY INSURANCE
COMPANY OF FLORIDA, and
HERITAGE PROPERTY & CASUALTY
INSURANCE COMPANY,

Defendants.

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiffs, Restoration Association of Florida, Inc. (“RAF”) and Air Quality Assessors, LLC (“AQA” and together with “RAF”, “Plaintiffs”), by their undersigned counsel, sue Defendants, David Altmaier, in his official capacity as Florida Insurance Commissioner (“Commissioner Altmaier”), American Integrity Insurance Company of Florida (“American Integrity”), and Heritage Property & Casualty Insurance Company (“Heritage”, together with “American Integrity”, the “Insurance Company Defendants”, and in conjunction with “Commission Altmaier”, the “Defendants”), and allege:

INTRODUCTION

1. American Integrity and Heritage unlawfully stripped away Florida homeowners’ and their assignees’ lawful rights and remedies regarding property insurance claims and used the Florida Office of Insurance Regulation to unconstitutionally approve ill-conceived changes to their policies. In fact, Commissioner Altmaier has been interviewed on occasion, and he stated the

Office of Insurance Regulation can assist where the Legislature fails – a rather mystifying statement that disregards traditional notions of separation of powers in our system of state government.

2. It is not a secret that property damage insurance claims are prevalent in Florida due to the occurrence of hurricanes, floods, and other storm-related events. Homeowners rely on their insurance companies and the policies purchased as life preservers after problems occur, and certainly after disasters strike. Yet, the goal of the Insurance Company Defendants here is to mount as many barriers as possible to homeowners receiving the proceeds of their policies for lawful claims while, at the same time, reaping the benefits of policy premiums paid by Floridians. Lawsuits are inevitably filed by homeowners against their insurers when insurance companies delay paying claims, underpay claims, or do not pay them at all.

3. In this instance, the policy changes deny (i) statutory rights enacted by the Legislature; (ii) the ability of Florida citizens to utilize the services of necessary and required contractors of their choice to repair property damage; (iii) justice in court through a jury trial; and (iv) the right to recover attorneys' fees after prevailing against the Insurance Company Defendants in a lawsuit.

4. This action seeks to remedy the unconstitutional conduct by American Integrity, Heritage, and Commissioner Altmaier by requesting declaratory and injunctive relief from this Court. Commissioner Altmaier's approval of the changes to the American Integrity and Heritage property insurance contract terms violate the Florida Constitution, Florida Statutes, and common law. By approving the policies, Commissioner Altmaier infringed upon the public policies of the State of Florida as enacted by the Legislature, which will result in injury to Plaintiffs if the changes are not rescinded.

5. By supplanting statutory provisions intended to protect policyholders, Commissioner Altmaier has arrogated authority to himself that properly rests with the Legislature. Pursuant to the constitutional separation of powers that divides state government into legislative, executive, and judicial branches, “[n]o person belonging to one branch shall exercise any powers appertaining to either of the other branches unless expressly provided herein.” ART. II, § 3, FLA. CONST.

6. The result of this *ultra vires* exercise of authority will cost policyholders more money to enforce insurance contracts for which they have paid premiums, require them to give up their right to a trial by jury as guaranteed “inviolable” by the Florida Constitution, and incur costs to vindicate rights that the Florida Legislature stated must be paid by the Insurance Company Defendants.

7. To permit such an unauthorized exercise of authority here sanctions both American Integrity and Heritage to breach their obligations to their policyholders. Commissioner Altmaier’s actions place the Insurance Company Defendants in a higher position to dictate Florida public policy than the people’s chosen representatives, which simply cannot be allowed to occur.

NATURE OF THE ACTION

8. This is an action for a declaratory judgment pursuant to Ch. 86 of the Florida Statutes, seeking a declaration (i) Commissioner Altmaier acted without authority to approve the American Integrity and Heritage contract terms that override the public policy of this State, as expressed in the Florida Constitution, common law, and Sections 627.428, 627.70152, 627.7142, and 627.7152 of the Florida Statutes; and (ii) those terms are in contravention of Florida law be deemed null and void. By exceeding his authority, Commissioner Altmaier’s actions violate Florida’s separation of powers.

9. This action also seeks injunctive relief against the prospective application of the American Integrity and Heritage approved policy changes.

JURISDICTION, PARTIES, AND VENUE

10. This Court has jurisdiction over this lawsuit pursuant to Art. V, §20(c)(3) of the Florida Constitution, as well as § 86.011 and §26.012(2)(a), (3), of the Florida Statutes.

11. **Restoration Association of Florida, Inc.** RAF is a Florida not-for-profit corporation with its principal place of business in Seminole County, Florida, and is a restoration contractors association whose mission is to serve as an advocate for independent contractors who specialize in water, fire, and mold restoration. Its primary mission is to advocate for these professionals throughout Florida, and to protect the right to use Assignment of Benefits (“AOB”) contracts as a means to be paid for work performed on behalf of homeowners. Both homeowners and contractors are members of RAF. RAF members are policyholders of the disputed insurance policies at issue here and are also assignees under validly executed AOBs of such policies.

12. RAF’s members would otherwise have standing to sue in their own right in this case, but the cost of maintaining the above-captioned case would be prohibitive for any particular RAF member. A number of RAF’s members are substantially affected by Defendants’ conduct here, and the legal challenge to the American Integrity and Heritage approved policy changes at issue are within RAF’s general scope of interest and activity. The declaratory and injunctive relief requested in this case is of the type appropriate for RAF to receive on behalf of its members. This proceeding does not involve any claims for money damages by RAF or on behalf of its members. Moreover, protecting the rights of homeowners and the use of AOBs as a statutory right in Florida are germane to RAF’s purpose. Significantly, the claims asserted in this case by RAF does not require the participation of its individual members.

13. **Air Quality Assessors, LLC.** AQA is a Florida limited liability company with its principal place of business in Orange County, Florida. AQA is a statewide indoor air quality testing and consultation service provider, as well as a Florida licensed engineering firm. The company began in 2010. AQA is an assignee under validly executed AOBs of the disputed insurance policies at issue here and will continue to be an assignee in the future. AQA strives to continuously grow within a developing field and aims to be a pioneer in the industry. Strict adherence to industry guidelines and regulations are focal points of AQA's business, which enables it to complete jobs for clients timely and efficiently. As an Indoor Environmental Professional (IEP), AQA recognizes that its relationship with other environmental remediation companies is the key to establishing a strong network of business.

14. The air quality industry, like many others, functions almost exclusively by obtaining referrals from other professionals, such as general contractors and companies that reconstruct and restore homes and commercial buildings that are damaged by mold, fires, water leaks, and by other natural elements. The services AQA performs include mold testing, moisture evaluations, leak detection, allergen testing, water testing, third-party building damages assessments, formaldehyde testing, point of origin testing, homeowner's insurance claims, volatile organic compound (VOC) testing, forensic engineering, and COVID-19 surface testing. The company utilizes some of the most high-tech equipment available to address building damage issues. And, it provides lab sample testing, pre-remediation assessments, pre-remediation protocol reports, and verifies whether the property concerns were resolved through the issuance of clearance certificates.

15. **Commissioner Altmaier.** David Altmaier serves as the Florida Insurance Commissioner and, in that capacity, leads the Florida Office of Insurance Regulation (OIR). The

OIR is tasked with the responsibility of regulating the insurance industry according to Florida's Insurance Code. Commissioner Altmaier approved the disputed insurance policy changes that are at issue in this case. The OIR acted without colorable statutory authority and in excess of its delegated powers. The OIR action here is unmistakably and irretrievably in excess of its delegated powers.

16. **American Integrity Insurance Company of Florida.** American Integrity is a Florida corporation with its principal place of business in Hillsborough County, Florida. American Integrity is in the business of providing homeowners insurance in the State of Florida. This is one of the Insurance Company Defendants that changed homeowner insurance policy language to contravene Florida law.

17. **Heritage Property & Casualty Insurance Company.** Heritage is a Florida corporation with its principal place of business in Hillsborough County, Florida. Heritage is in the business of providing homeowners insurance in the State of Florida. This is one of the Insurance Company Defendants that changed homeowner insurance policy language to contravene Florida law.

18. Venue is proper pursuant to Section 47.011, 47.021, 47.041, and 47.051 of the Florida Statutes. The events giving rise to this action arose and occurred in Leon County, Florida, the causes of action alleged herein all accrued in Leon County, Florida, all of the Defendants conduct substantial business in Leon County, Florida, and Leon County is the principal situs of the government of the State of Florida.

19. All applicable conditions precedent to the filing of this lawsuit have been performed, waived, excused, or satisfied.

20. Plaintiffs retained the undersigned counsel to represent their interests in connection with the above-captioned case, and are obligated to pay undersigned counsel reasonable attorneys' fees and costs for services rendered.

GENERAL ALLEGATIONS

I. HOMEOWNERS' RIGHTS AND THE USE OF ASSIGNMENT OF BENEFITS CONTRACTS ARE STATUTORILY PROTECTED RIGHTS IN FLORIDA.

21. The Florida Legislature believes homeowners' rights are so critical that it codified a Homeowner Claims Bill of Rights (the "Homeowner Bill of Rights) into law, which is set forth in Section 627.7142 of the Florida Statutes.

22. While the Homeowner Bill of Rights is not intended to list every right recognized under Florida law, it does state homeowners generally have the statutory right to choose the contractors that repair damage to a home with respect to an insurance claim.

23. In this connection, AOBs are frequently used in the property damage industry to make the claims process more efficient for the homeowner and the contractor. Fundamentally, an AOB is a written agreement that permits an insured to voluntarily assign his or her rights and insurance benefits to a third-party contractor.

24. Once signed, the contractor "steps into the shoes" of the policyholder and allows the contractor (i) to discuss the insurance claim with the carrier; (ii) to bill the insurer directly for work performed and materials furnished for the benefit of the insured; (iii) to be paid directly by the carrier; and (iv) if necessary, commence an action against the insurance company to collect amounts due and owing to the contractor.

25. AOBs are not new and have been used for a long time. In Florida, AOBs are prevalent in the residential property context when homeowners suffer damage to their home and need to hire contractors to repair the issues.

26. Here, AOBs are regulated in Florida pursuant to Section 627.7152 and 627.7153 of the Florida Statutes. These laws became effective in 2019 and were a direct legislative response to Office of Insurance Regulation (OIR) reports concerning litigation trends related to AOBs for property insurance claims, the alleged increases in costs related to such litigation, and the corresponding purported surges in annual policy premiums.

27. The Florida legislative staff analysis explained the statutes claimed to accomplish the following, which is not intended to be exhaustive:

- a. Established requirements for the execution, validity, effect, and rescission of an AOB;
- b. Capped the amount an assignee can receive under an AOB for a residential property insurance claim executed in an emergency;
- c. Allowed a policy prohibiting an AOB, in whole or in part, but only under extremely limited and well-defined circumstances;
- d. Transferred certain pre-lawsuit duties pursuant to the insurance contract to the assignee;
- e. Set the formula that determines which party receives an award of attorneys' fees should litigation related to an AOB result in a judgment; and
- f. Required insurers to report specified data on claims paid under an AOB.

28. Section 627.7152 works in tandem with Section 627.428 and 627.70152 of the Florida Statutes because the right to recover attorneys' fees in actions against insurers has been adopted as the legislative preference in Florida for over sixty (60) years.

29. Homeowners typically exercise their AOB rights under their insurance contracts so the contractors making the repairs can handle the claim without the homeowner's constant involvement. A particular homeowner usually does not have extensive familiarity or experience

with the claims process, which can be daunting and stressful. AOBs allow repairs to be made without the homeowner fronting the cost of the remediation.

30. AOB rights cannot generally be divested by an insurer through policy language. *See, e.g., Sec. First Ins. Co. v. State, Off. of Ins. Regul.*, 177 So. 3d 627, 628 (Fla. 1st D.C.A. 2015) (citing cases in support of an “unbroken string of Florida cases over the past century holding that policyholders have the right to assign such claims without insurer consent.”).

A. American Integrity’s Approved Policy Changes Infringe Upon Florida Statutory and Constitutional Rights.

- (i) *American Integrity’s policy changes regarding arbitration of disputes eradicate the rights and remedies of homeowners and contractors paid through AOBs.*

31. Florida has established a strong public policy against the arbitration of insurance disputes, and courts have interpreted a range of coverage disputes as matters for courts, not arbitration panels, to decide. *See e.g., United Ins. Co. of America v. Office of Ins. Regulation*, 985 So.2d 665 (Fla. 1st DCA 2008) (holding that § 624.155 provides remedies for a policyholder injured by an insurance company’s violation of certain statutory rights, refusal to promptly settle claims, or a failure to attempt to settle claims in good faith); *see also Midwest Mut. Ins. Co. v. Santiesteban*, 287 So. 2d 665, 667 (Fla. 1973) (“A challenge of Coverage is exclusively a Judicial question and may not be decided by arbitration.”) (citing *Netherlands Ins. Co. v. Moore*, 190 So.2d 191 (Fla. 1st DCA 1966)); *Corzo v. Am. Superior Ins. Co.*, 847 So.2d 584, 585 (Fla. 3d DCA 2003) (issue of insurance coverage is one for courts).

32. On November 16, 2021, American Integrity filed a request for approval of “changes to the American Integrity Voluntary Homeowners Program” (the “Voluntary Homeowner Policy Request”) with OIR that sought to implement new terms for homeowners’ policies. A copy of the

Voluntary Homeowner Policy Request, along with the policy changes are attached hereto as **Exhibit A**.

33. The Voluntary Homeowner Policy Request was subsequently approved.

34. On April 6, 2022, American Integrity filed its request that the policy changes approved in connection with the Voluntary Homeowner Policy Request also apply to American Integrity's Dwelling Fire Program (the "Dwelling Fire Program Request"). A copy of the Dwelling Fire Program Request, along with the policy changes are attached hereto as **Exhibit B**.

35. Upon information and belief, the Dwelling Fire Program Request was approved.

36. The policy changes contained in the Voluntary Homeowner Policy Request and the Dwelling Fire Program Request are the same.

37. Among the new terms, the policies proposed a reduction in premiums in return for an agreement to utilize mediation and, if unsuccessful, arbitration as "the exclusive process for resolving any dispute between us and you, and/or between us and any and all persons making a claim of any kind under this policy of insurance, including but not limited to any additional insured, omnibus insured, or assignee of post-loss benefits, arising from, through or by this policy."

38. If there is a disagreement between the policyholder or assignee on the value of a claim, the newly approved policies first require the parties to attempt to resolve the dispute through mediation.

39. The policies further provide: "[i]f the parties cannot agree on a mediator, either party may notify the other in writing via certified mail return receipt requested or via hand delivery with signature receipt required of this failure and then you will choose a mediator certified pursuant to Section 44.106, Florida Statutes, within ten days of such notice."

40. Failure to notify American Integrity of a chosen certified mediator within ten days ends the mediation without resolution and obligates the parties to participate in binding arbitration.

41. In this instance, the policy states:

All Disputes, including disputes arising out of or related to this Agreement, between us and you, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, (hereinafter referred to as “party” or collectively as “the parties”) whether arising out of State or Federal law, and whether based upon statutory duties, breach of contract, tort theories, punitive damages or other legal theories, irrespective of the basis or the duty or the legal theories upon which the claim is asserted, shall be exclusively and finally resolved through confidential binding arbitration

42. At the end of arbitration clause, American Integrity highlighted, in bold, **“The Disputes that are subject of this Binding Arbitration exclude your civil remedies to bring a civil action under section 624.155, Florida Statutes.”**

43. Section 624.155 of the Florida Statutes regulates the relationship between insurers and policyholders and provides a civil remedy against an insurer for any person damaged by certain Florida Insurance Code violations. These include, but are not limited to, the types of unfair claim settlement practices which now American Integrity requires to be the subject of mediation.

44. The provision cannot be reconciled with Section 624.155, which interposes no mediation first step before seeking a civil remedy in court.

45. The mediation provision also obligates the claimant, notwithstanding the disclaimer discussed above – carving out and excluding claims covered by the civil action guarantee of Section 624.155 – to move the dispute to binding arbitration.

46. The policy further employs in all capital letters and boldfaced lettering, after stating a supposed quid pro quo to validate it, that the policyholder or assignee:

KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR JUDGE IN ANY DISPUTE AND AGREES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM THEREUNDER.

47. The policy's text repeatedly and extensively requires confidential binding arbitration, even though American Integrity states only once that Section 624.155 claims are preserved. The problem here is the policy language fails to explain the meaning or import of this purported "carve out" to potential and actual policyholders.

48. The policy text fails to identify the waiver of trial by jury or by judge (with the corresponding obligation to arbitrate disputes) does not apply under Florida law to any dispute over claims or unfair claims settlement practices. Instead, American Integrity does all it can to suggest otherwise.

49. The text approved by OIR will confuse policyholders or assignees and subject them to mediation and confidential binding arbitration when they have a right, by law, to go to court.

50. Equally important, OIR, as a state actor, approved the jury-trial waiver, which is inconsistent with Florida's guarantee that the "right of trial by jury shall be secure to all and remain inviolate." ART. I, § 21, FLA. CONST.

(ii) *American Integrity's approved policy changes regarding attorneys' fees eliminates the rights of homeowner's and contractors paid through AOBs.*

51. Section 627.428 of the Florida Statutes requires insurers "to pay attorney's fees to a prevailing insured or beneficiary, regardless of whether the insurers contest coverage through arbitration or in the trial courts." *Fewox v. McMerit Construction Co.*, 556 So.2d 419, 423 (Fla. 2d DCA 1989) (citing FLA. STAT. § 627.428).

52. Permitting insurers who insist on arbitration as a means of resolving disputes with insureds would “allow insurers to avoid paying attorney’s fees in contested coverage cases merely by choosing arbitration.” *Id.* at 424.

53. When the Legislature enacted Section 627.428, it set the public policy of the state. The Legislature decided full reimbursement for wrongfully denied insurance coverage was necessary to discourage coverage denials. In this connection, the award of attorneys’ fees to a prevailing insured is a necessary component of this strong public policy. Consequently, “compensation or fees of the attorney shall be included in the judgment or decree rendered in the case.” FLA. STAT. § 627.428(3).

54. American Integrity’s policy changes approved by the OIR also interposes proceedings in the form of mediation and arbitration where, by its terms, the claimant will have to pay for legal counsel, thereby raising the costs to policyholders and their assignees to vindicate their claims under their policies.

55. While the policy text states insureds have a right to be represented by counsel both during mediation and arbitration, it strips away the right to recover those fees otherwise codified by the Florida Legislature as set forth in the statutes discussed above, and applicable Florida law.

56. In denying policyholders these basic rights that otherwise exist pursuant to Florida law, the text states “[t]he parties party will be responsible for paying for their own attorney’s fees, if they hire an attorney” Furthermore, Section I(b)(xv), in support of that provision in bold, underlined, and in all capitalized letters, states:

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE YOUR, OR ANY ADDITIONAL INSUREDS’, OMNIBUS INSUREDS’, OTHER PERSON MAKING A CLAIM UNDER THE POLICY’S, OR ASSIGNEE’S STATUTORY RIGHTS UNDER FLORIDA LAW, SECTION 627.428, FLORIDA STATUTES, AND SECTIONS 627.70152, 627.7152, FLORIDA

**STATUTES, TO RECEIVE A REASONABLE SUM AS FEES OR
COMPENSATION FOR YOUR ATTORNEY PROSECUTING YOUR
CLAIM AGAINST THE INSURER. THIS WAIVER IS A MATERIAL
INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS
AGREEMENT AND TO PERFORM THEREUNDER.**

57. Notably, the bar on attorneys' fees in the proposed policy does not apply to actions to enforce an arbitration award or to those "challenging the Arbitration Award that results in a circuit court judgment that vacates the Arbitration Award without directing a rehearing, or that modifies or corrects the Arbitration Award." This concession does not otherwise authorize American Integrity or the OIR to contravene established Florida law.

58. By excluding the recovery of attorneys' fees, the insurance contract seeks to override the legislative choice and lower the available judgment for a cause of action set by the Legislature.

59. OIR lacked any authority to approve insurance policies that deviate from the legislative mandate set by Section 627.428 of the Florida Statutes.

(iii) *The American Integrity Voluntary Homeowner Policy and Dwelling Fire Program filed with the OIR lack the required formalities under Florida law.*

60. Upon information and belief, American Integrity's policy changes filing with OIR lacked the required notarized certification that the form complied with all provisions of the Insurance Code, which is required by Section 627.4102(1)(b) of the Florida Statutes.

61. Florida law also requires, at the time of an informational filing, the insurer include a notarized certification.

[E]ach form within the filing [must state it] is in compliance with all applicable state laws and rules, appears on the insurer's letterhead, and contain the following statement, and no other language: I, (name), as (title) of (insurer name), do hereby certify that this form filing has been thoroughly and diligently reviewed by me and by all appropriate company personnel, as well as company consultants, if applicable, and certify that

each form contained within the filing is in compliance with all applicable Florida laws and rules. Should a form be found not to be in compliance with Florida laws and rules, I acknowledge that the Office of Insurance Regulation shall disapprove the form.

62. Florida law limits the authority of the OIR to those “the powers and authority expressly conferred upon it by” the Florida Insurance Code and must “enforce the provisions of this code . . . as provided by law.” FLA. STAT. § 624.307.

63. Among OIR’s responsibilities is the approval or disapproval of proposed terms of insurance policies or contracts, known as “forms,” to determine whether they comport with legal requirements that render them valid for use in Florida. FLA. STAT. § 627.410(1).

64. Conditions in any policy or contract “not in compliance with the requirements of [the Insurance] code . . . shall be construed and applied in accordance with such conditions and provisions *as would have applied had such policy, rider, or endorsement been in full compliance with this code.*” FLA. STAT. § 627.418(1) (emphasis added).

65. OIR is obligated to disapprove any insurance contract that “[i]n any respect in violation of, or does not comply with, th[e] [Insurance] code” or “[c]ontains provisions . . . contrary to the public policy of this state.” FLA. STAT. § 627.411(1)(a), (2).

66. Since the American Integrity filings lacked the required certification as explained above, failed to comply with the Insurance Code, and otherwise contravened the public policy of the State of Florida, Plaintiffs believe its new provisions should be declared null and void.

B. Heritage’s Approved Policy Changes Infringe Upon Florida Statutory Rights and Applicable Law.

67. As set forth in Section 627.7142 of the Florida Statutes, the Homeowner Bill of Rights informs insured to “*[m]ake and document emergency repairs that are necessary to prevent*

further damage. Keep the damaged property, if feasible, keep all receipts, and take photographs or video of damage before and after any repairs to provide to your insurer.” *Id.* (emphasis added).

68. On February 17, 2022, Heritage filed a request for approval of policy changes relating to its DP3 voluntary program (the “DP3 Program Request”). A copy of the DP3 Program Request, along with the new provisions, are attached hereto as **Exhibit C**.

69. On February 17, 2022, Heritage also filed a request for approval of policy changes relating to its HO-3 and HO-6 voluntary programs (the “HO-3 and HO-6 Request”). A copy of the HO-3 and HO-6 Request, along with the new provisions, are attached hereto as **Exhibit D**.

70. Both policy changes contained in the DP3 Program Request and the HO-3 and HO-6 Request were approved.

71. The new policy text specifies the following:

This policy does not provide coverage for and expressly excludes any payment for expenses of engineering reports, professional services, or other expert opinions, reports, or estimates to establish and/or determine the cause of loss or the amount of loss rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any “insured” or any representative acting on your or any insured’s behalf, unless we first request or approve the report, service, or other opinion.

72. The original proposal included a sentence that was not part of OIR’s approval, which read: “This exclusion applies to such services regardless of whether they are intended to protect the property from further damage.”

73. Significantly, the exclusion of this sentence does not afford insureds protection during emergency conditions or situations.

74. For example, during a hurricane, hazardous conditions are often present, and the aftermath of these storms often result in burst pipes, water damage, roof damage, and the accumulation of mold. Certainly, mold is a pervasive problem because, after a hurricane, the growth of dangerous, health-threatening mold, carcinogens, or spores can occur.

75. Home repair after a storm is a high priority because a person's dwelling may be his or her largest lifetime investment. Neglecting repairs when they need to be made, including during emergencies or other hazardous weather events, can also affect the structural integrity of a home.

76. Heritage usually cannot verify coverage and approve immediate remediation of property damage during these extenuating circumstances. According to the above policy text, the company's mandate that it approve the above services and/or reports in advance would necessarily include circumstances involving hazardous or emergency weather conditions. This requirement will likely result in exacerbating damage to a home, causing additional damage to a home, or both with implications for substantial added expense.

77. Plaintiffs assert the OIR-approved changes to the Heritage policies violates Sections 627.7142, 627.7152 and 627.7153 of the Florida Statutes.

78. The policy changes prevent homeowners from making emergency repairs during hazardous or other extreme weather events.

79. The requirement in the policy text for preapproval prior to work performed by professionals, including, but not limited to, contractors, engineers, plumbers, and roofers effectively prohibits AOBs, and strips the homeowner of right to choose his or her contractor.

80. Section 627.7153 only allows an insurer to prohibit AOBs under an insurance policy pursuant to specific and well-defined circumstances, which are not present here.

81. The approval and consent requirement in the Heritage policies discussed above, and approve by the OIR, contravenes Florida law and public policy.

82. Upon information and belief, the Heritage filings, discussed above, also failed to adhere to the required formalities set forth by the Florida Insurance Code and applicable law. Thus, the Heritage policy changes should be declared null and void for this reason as well. *See* Section I(A)(iii), *supra*.

CAUSES OF ACTION

COUNT I - DECLARATORY RELIEF

83. Plaintiffs reallege Paragraphs 1 through 82 above as if set forth fully herein.

84. This is an action for declaratory relief against Commissioner Altmaier and the Insurance Company Defendants. Plaintiffs seek declaratory relief based on the specific and live controversy alleged – namely, the deprivation of statutorily guaranteed rights in violation of the constitutionally guaranteed separation of powers, whereby OIR arrogated to itself authority that lies with the legislative branch of government.

85. Plaintiffs believe that the approved American Integrity and Heritage insurance policy changes violate the Florida Constitution, as well as Florida statutory and common law, which was discussed in great detail above.

86. Since Commissioner Altmaier of the OIR approved the policy changes, Plaintiffs are uncertain of and are in doubt of their rights under these insurance policies. Plaintiffs are also uncertain about their rights to obtain or renew insurance policies with the Insurance Company Defendants, which do not contain these unlawfully approved policy provisions.

87. Thus, Plaintiffs seek a determination from this Court that the approved American Integrity and Heritage insurance policy changes are void and of no force or effect.

88. There is a bone fide, actual, present, and practical need for the declaration.

89. The declaration deals with a present, ascertained, or ascertainable state of facts or present controversy as to a state of facts.

90. There is some immunity, power, privilege, or right of Plaintiffs that is dependent upon the facts or the law applicable to the facts.

91. There are entities and individuals who have, or reasonably may have an actual, present, adverse, and antagonistic interest in the subject matter of this dispute, either in fact or law.

92. The antagonistic and adverse interests are all before the court by proper process.

93. The relief sought herein is not a request for the Court to give legal advice or to answer questions propounded from curiosity.

COUNT II – INJUNCTIVE RELIEF

94. Plaintiffs reallege Paragraphs 1 through 82 above as if set forth fully herein.

95. This is an action for injunctive relief against Defendants.

96. Plaintiffs would like to renew their existing insurance policies and/or accept AOBs from policies issued by the Insurance Company Defendants. Yet, Plaintiffs are concerned that doing so for the policy changes OIR approved without authorization will adversely affect their abilities to do so and otherwise affect their rights under those policies.

97. With respect to the American Integrity policy changes, the text infringes upon Plaintiffs' rights (i) to choose their contractor of choice; (ii) to commence a civil action in court; (iii) to a jury trial; (iv) to an award of attorneys' fees after prevailing against the insurer; and (v) to assign benefits under the insurance policies to third-parties as set forth in the Florida Statutes.

98. The Heritage policy changes infringes upon Plaintiffs' rights (i) to choose their contractor of choice; (ii) to repair their home in emergency or urgent situations without risking

outright claim denial based on the failure to obtain prior approval; and (iii) to assign benefits under the insurance policies to third parties as set forth in the Florida Statutes.

99. Critically, the American Integrity and Heritage policies approved by the OIR undermine the purposes of insurance, the public policies of the State of Florida to protect the rights of homeowners and their assignees, the Florida Constitution, the Florida Statutes, and common law.

100. Plaintiffs have a substantial likelihood of success on the merits, and have a clear legal right to relief.

101. Plaintiffs lack an adequate remedy at law for the deprivation of their rights.

102. Absent the entry of a preliminary and a permanent injunction, Plaintiffs will suffer irreparable harm to their constitutional and statutory rights and remedies, as well as to their rights under common law.

103. Injunctive relief will serve the public interest so that the American Integrity and Heritage policies at issue are voided and not implemented in order to conform them to law. The Insurance Company Defendants and the OIR must request and approve policy language consistent with applicable Florida law and not without lawful authority.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, RAF, on behalf of its members, and AQA, respectfully request, as set forth in Counts I-II, that this Court enter a judgment in their favor and against Defendants, as follows:

1. Declare OIR was without authority to approve the new insurance policy provisions in the Insurance Company Defendants' insurance contracts due to Defendants' violations of the

Florida Constitution, including separation of powers that prohibited Defendants from overriding and substituting their policy decisions for those contained in the Florida Statutes and common law.

2. Declare OIR was without authority to approve the new insurance policy provisions in the Insurance Company Defendants' insurance contracts, rendering them void and without effect, and restoring to Plaintiffs their rights as declared in the Florida Constitution, the Florida Statutes, and common law.

3. Declare that the Insurance Company Defendants cannot offer the policies approved by OIR for purchase in the State of Florida;

4. Issue an Order preliminarily and permanently enjoining the Insurance Company Defendants from offering, adopting, or utilizing the challenged provisions;

5. Award Plaintiffs all costs incurred in bringing this action; and

6. Award all other relief that this Honorable Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs, RAF and AQA demand a trial by jury on all Counts so triable.

Dated: May 16, 2022

**SHAPIRO, BLASI, WASSERMAN
& HERMANN, P.A.**

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By: /s/ Joshua B. Alper

JOSHUA B. ALPER, ESQ.

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**CENTER FOR CONSTITUTIONAL
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Pro Hac Vice Admission Forthcoming

Florida Office of Insurance Regulation

I-File Workflow System

Filing Number: 21-030282

Request Type: Entire Filing



FOR INFORMATIONAL PURPOSES ONLY

Date Received: 11/16/2021 Date Of Action: 02/10/2022
FL OFFICE OF INSURANCE REGULATION

November 16, 2021

Mr. David Altmaier, Commissioner
Florida Office of Insurance Regulation
Bureau of Property & Casualty Forms and Rates
(Submitted via I-File)

Attn: Bureau of Property & Casualty Forms and Rates
Subject: Homeowners Program
Filing Submission – Prior Approval

Dear Mr. Altmaier,

Please accept this form filing to introduce changes to the American Integrity Voluntary Homeowners Program.

We are requesting a new business effective date of 01/01/2022 and a renewal effective date of 03/01/2022.

Please contact me with any questions,

Brent Radeloff
SVP Product Management
American Integrity Insurance Group
5426 Bay Center Drive | Suite 600 | Tampa, FL 33609
Direct: 813.712.8839 | Cell: 813.546.5504 | Email: bradeloff@aiifl.com

5426 Bay Center Drive, Ste 650 | Tampa, FL 33609 | P: 866.968.8390 | F: 813.884.1144 | www.aiicfl.com



APPROVED

Date Received: 11/16/2021 Date Of Action: 02/10/2022

FL OFFICE OF INSURANCE REGULATION

SECTION I – MANDATORY MEDIATION-ARBITRATION

ENDORSEMENT

This endorsement changes certain paragraphs to **SECTION I – CONDITIONS** in **your** policy.

The endorsement replaces SECTION I – CONDITIONS, Paragraph 6. Mediation or Appraisal in HO3 Special Form (AIIC HO3). This endorsement also deletes any reference to **SECTION I – CONDITIONS, Paragraph 8. Suit Against Us** in HO3 Special Form (AIIC HO3). When this endorsement is invoked, it replaces SECTION I – CONDITIONS, Paragraph 10. Loss Payments in HO3 Special Form (AIIC HO3). For all other claims that are not disputed, SECTION I – CONDITIONS, Paragraph 10. Loss Payments in HO3 Special Form (AIIC HO3) remains in place.

Please read this document carefully as it affects your rights under this policy and under statute, and keep it with **your** policy.

SECTION I – CONDITIONS

Paragraph 8. is deleted and replaced by the following:

8. Dispute Resolution.

For a reduction in premium, and other valuable consideration, **you** agree to the following terms as the exclusive process for resolving any dispute between **us** and **you**, and/or between **us** and any and all persons making a claim of any kind under this policy of insurance, including but not limited to any additional insured, omnibus insured, or assignee of post-loss benefits, arising from, through or by this policy:

a. MEDIATION

If the dispute is based on a disagreement between **you**, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits and **us** as to the value of **your** claim under this policy, the parties agree to first attempt to settle the dispute by mediation. **You** must make a request for mediation within five (5) years from the date of loss, and **you** must comply with all other provisions in this policy. The mediation will take place pursuant to the Florida Rules for Certified & Court-Appointed Mediators.

We shall pay the reasonable costs of the mediation, including the mediator's fee. **You** or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits have the right to be represented by an attorney of **your** or their choosing to attend the Mediation. **You** or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, will be responsible for paying for **your** or their own attorney (in the event that **you** or they retain an attorney).

If the parties cannot agree on a mediator, either party may notify the other in writing via certified mail return receipt requested or via hand delivery with signature receipt required of this failure and then **you** will choose a mediator certified pursuant to Section 44.106, Florida Statutes within ten days of such notice.

APPROVED

Date Received: 11/16/2021 Date Of Action: 02/10/2022

FL OFFICE OF INSURANCE REGULATION

If **you** do not notify **us** of **your** choice within ten days, the mediation process will be deemed concluded without resolution, and the dispute will move to binding arbitration.

The mediation shall occur at any agreed location. If the parties cannot agree to a location, the mediator will choose the location. If the parties cannot reach a complete resolution through mediation, then they further agree that any remaining dispute shall be concluded by binding arbitration as follows in this policy.

b. BINDING ARBITRATION

i. Confidential Binding Arbitration

All Disputes, including disputes arising out of or related to this Agreement, between **us** and **you**, or any additional insured, omnibus insured, other person making a claim under the policy; or an assignee of post-loss benefits, (hereinafter referred to as "party" or collectively as "the parties") whether arising out of State or Federal law, and whether based upon statutory duties, breach of contract, tort theories, punitive damages or other legal theories, irrespective of the basis for the duty or the legal theories upon which the claim is asserted, shall be exclusively and finally resolved through confidential binding arbitration (the "Arbitration") as provided herein, in the county of residence premises and shall not be filed in a court of law, except any suit requesting injunctive relief, any action pursuant to §682.02(1), Florida Statutes, and any supplemental relief requested therein may be filed in the Circuit Court in and for the county of residence premises. **The Disputes that are subject of this Binding Arbitration exclude your civil remedies to bring a civil action under section 624.155, Florida Statutes. Resolution through Binding Arbitration must be requested within five (5) years from the date of loss, and you must comply with all other provisions of this policy.**

ii. Venue

The parties agree that venue for the binding arbitration shall be in the county of residence premises and any civil judicial action concerning this Binding Arbitration Agreement shall be in the circuit courts in and for the county of residence premises.

iii. Rules Governing Arbitration

The Arbitration shall be conducted in accordance with the provisions of the Revised Florida Arbitration Code, chapter 682, Florida Statutes, this Agreement and pursuant to the Florida Rules of Civil Procedure, Florida Evidence Code, and substantive Florida law (including statutes, rules, regulations, case law, and common law). Further, nothing in this Agreement is to be construed to contradict an applicable Florida statutory grievance or mediation procedure.

iv. Right to Counsel

The parties have the right to be represented by an attorney of their choosing in the binding arbitration proceeding. Each party will be responsible for paying for their own attorney in the event they retain an attorney.

v. Demand for Arbitration

If Mediation does not resolve the Dispute between the parties, then either party shall serve a Demand for Arbitration ("Demand"). The Demand for Arbitration shall be a clear and concise statement of the Dispute and the relief sought by the filing party.

vi. Service of the Demand for Arbitration

a) If **you**, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, seek Binding Arbitration to resolve the Dispute, then the Demand for Arbitration shall be served on the Insurer consistent with Florida law, sections 624.422 and 624.423, Florida Statutes, on the State of Florida's Chief Financial Officer and her or his successors in office.

b) If the Insurer seeks Arbitration, then the Insurer will serve the Demand for Arbitration on **you** or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, consistent with Florida law concerning service of process.

vii. Selection of Arbitrator

a) Within twenty (20) Business Days after of service of the Demand for Arbitration, the parties shall jointly select one (1) Arbitrator. The Arbitrator must be either a retired Florida circuit court or federal court judge, or a member of the Florida Bar with at least ten (10) years of experience as an attorney who has reasonable familiarity with the applicable arbitration rules, knowledge of insurance, contracts, and construction law (as may apply to the Dispute) in Florida.

b) If the parties cannot reach an agreement on an Arbitrator within twenty (20) days of receipt of the Demand for Arbitration, then either party may petition the Circuit Court in and for the county of residence premises, for the specific and sole purpose of appointing the arbitrator in accordance herewith. The arbitrator shall be independent of all parties, witnesses, and legal counsel. No past or present officer, director, affiliate, subsidiary, or employee of a party, witness, or legal counsel, nor may any person with a financial interest in the outcome of the proceedings, serve as an arbitrator in the proceeding. The parties

APPROVED

Date Received: 11/16/2021 Date Of Action: 02/19/2023

agree that no attorneys' fees or costs shall be paid or payable in such an action to appoint an arbitrator. FL OFFICE OF INSURANCE REGULATION

viii. Arbitration Timeline and Discovery

- a) Within fifteen (15) days of the appointment of the Arbitrator, the Arbitrator shall schedule a Case Management Conference, via telephone or audio/visual means for the purpose of determining the schedule for the action, including but not limited to, clarifying the Dispute if needed, setting an arbitration timeline, including a discovery schedule, deadlines for witness disclosures and expert witness disclosures, setting deposition parameters in both number and scope, setting deadlines for motion practice, computation of claimed damages, and the final arbitration hearing.
- b) If an expert witness is retained, each such expert must provide, not less than fifteen (15) days before a deposition but no less than thirty (30) days before the final arbitration hearing: (1) a written report stating all opinions that he or she will express at the hearing; (2) the bases and reasons for the opinions; (3) the facts and data considered in forming the opinions; (4) all exhibits that will be used to summarize or support the opinions; and (5) his or her curriculum vitae.
- c) The parties shall be permitted to appear at any arbitration hearing by telephone or by audio/visual means, unless otherwise determined by the Arbitrator.
- d) Within 20 days of the Arbitrator's initial Case Management Conference, any responsive pleading (or arbitration equivalent thereof) to the Demand for Arbitration shall be filed with the Arbitrator, unless otherwise determined by the Arbitrator.
- e) The parties have the right to engage in discovery as provided by the Florida Rules of Civil Procedure and the Florida Revised Arbitration Code, and within any parameters set by the Arbitrator. The Arbitrator shall have the power to impose sanctions against a party, or the party's counsel, for failing to comply with discovery obligations and applicable rules, or engaging in other disruptive or dilatory conduct, whether direct or indirect, that causes or will likely cause undue financial burden on another party in accordance with the substantive and procedural laws of Florida.
- f) The final Arbitration hearing shall be held within one hundred twenty (120) days from the service of the Demand for Arbitration, and the Arbitrator shall issue a written decision within thirty (30) days after completion of the final Arbitration hearing, unless the parties waive the time-requirements for conducting the final Arbitration hearing or waive the time requirement for issuing the written decision. The Arbitrator's written decision shall contain findings of facts and conclusions of law that support the Arbitrator's decision.

ix. Arbitration Costs

Insurer shall bear the costs of the Arbitrator's fee and the Arbitration filing fee. Each party shall otherwise bear his/her/its own attorneys' fees and costs, subject to the terms hereof.

x. Award

As set out in paragraph (viii)(f), under this Binding Arbitration section, the Arbitrator shall issue a written decision within thirty (30) days of completion of the final Arbitration hearing, and the written decision shall contain findings of fact and conclusions of law that support the Arbitrator's decision.

The parties agree any court action to confirm, vacate, modify or correct, or entering a judgment on an Arbitration award, pursuant to sections 682.12, 682.13, 682.14, and 682.15, Florida Statutes, shall be in the circuit courts and appellate courts of the county of residence premises.

xi. Appeal of Arbitration Award

The parties agree that the Arbitrator's decision shall be final, subject to the parties' right to vacate, modify, correct and appeal the Arbitration Award as set out in the Revised Florida Arbitration Code, chapter 682, Florida Statutes.

xii. Payment of Arbitration Award

We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be paid upon the earliest of the following:

- a) 20 days after we receive your written proof of loss and reach a written, executed agreement of settlement with you according to the terms of the written settlement agreement; or,
- b) 60 days after we receive your written proof of loss and;
 - 1. There is an entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or
 - 2. Written executed mediation settlement with you according to the terms of the written mediation settlement or an arbitration award
- c) Within 90 days after we receive notice of an initial claim, "reopened claim" or "supplemental claim" from you, we will pay or deny such claim or portion of such claim unless the failure to pay such claim or portion of such claim is caused by factors beyond our control which reasonably prevents such payment

APPROVED

Date Received: 11/16/2021 Date Of Action: 02/10/2022

Any payment made by us shall not constitute a waiver of our rights within the period or endorsements. **FL OFFICE OF INSURANCE REGULATION**

xiii. Enforcement Consent to Jurisdiction Service of Process.

Without limiting any of the provisions herein, any action in connection with or related to the validity or enforcement of the Arbitration Decision made pursuant hereto or under the Revised Florida Arbitration Code, and any Dispute which by its nature is prohibited under applicable law from resolution through arbitration, or as otherwise contemplated under applicable law as to the issuance of any adequate interim, provisional or temporary relief in the event that an arbitrator is unable to issue such relief, shall be exclusively brought in and before the Circuit Court in and for the county of residence premises.

Each party waives, to the fullest extent permitted by law, (a) any claim, defense, or argument that any such suit, action, or proceedings have been brought in an inconvenient forum; and (b) agrees that service of process in any such action may be effectuated by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party or via hand delivery with signature receipt required.

xiv. Waiver of Jury and Judge Trial.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR JUDGE IN ANY DISPUTE AND AGREES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM THEREUNDER.

xv. Waiver of Entitlement to Attorney's Fees and Costs.

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE YOUR, OR ANY ADDITIONAL INSURED'S, OMNIBUS INSURED'S, OTHER PERSON MAKING A CLAIM UNDER THE POLICY'S, OR ASSIGNEE'S STATUTORY RIGHTS UNDER FLORIDA LAW, SECTION 627.428, FLORIDA STATUTES, AND SECTIONS 627.70152, 627.7152, FLORIDA STATUTES, TO RECEIVE A REASONABLE SUM AS FEES OR COMPENSATION FOR YOUR ATTORNEY PROSECUTING YOUR CLAIM AGAINST THE INSURER. THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM THEREUNDER.

The Insurer acknowledges that the parties retain their entitlement to recover pursuant to section 682.15(3), Florida Statutes, to receive a reasonable attorney fees and expenses incurred by them if they successfully file a judicial proceeding seeking enforcement of an Arbitration award against the Insurer, and/or if they file a judicial proceeding challenging the Arbitration Award that results in a circuit court judgment that vacates the Arbitration Award without directing a rehearing, or that modifies or corrects the Arbitration Award as set out in section 682.15, Florida Statutes.

APPROVED

Date Received: 11/16/2021 Date Of Action: 02/10/2022

FL OFFICE OF INSURANCE REGULATION

The parties agree that the award of attorneys' fees and costs under section (x) of the Binding Arbitration Agreement do not include payment for attorney time and costs incurred during the Arbitration proceeding which includes the initial filing through the issuance of the Arbitrator's final written decision, and specifically acknowledge and agree that attorneys' fees otherwise awardable under 627.428 are waived for anything other than those incurred in an enforcement action of the Arbitration award.

You voluntarily acknowledge and fully understand that in waiving your and or any additional insured's, omnibus insured's, other person making a claim under the policy's, or an assignee's statutory rights under Florida law, sections 627.428, 627.70152, and 627.7152, Florida Statutes, to receive reasonable attorneys' fees in the prosecution of your/their claim against the Insurer that:

- a) The parties will be responsible for paying their own attorney's fees, if they hire an attorney to represent them to prosecute their case in the mediation and arbitration proceedings; and
- b) Because you have waived these statutory rights to receive an award of reasonable attorney's fees in the mediation and arbitration proceedings, you have waived the right to give an assignee of your insured loss the ability to receive reasonable attorney's fees and costs under section 627.7152, Florida Statutes.

xvi. **Confidentiality.**

The arbitration proceeding shall remain confidential in all respects, including the Demand for Arbitration, all arbitration filings, deposition transcripts, documents produced or obtained in discovery, or other material provided by and exchanged between the parties and the arbitrator's findings of fact and conclusions of law. Following receipt of the arbitrator's decision, each party agrees to return to the producing party within thirty (30) days the original and all copies of documents exchanged in discovery and at the arbitration hearing, except those documents required to be retained by counsel pursuant to law. Further, the parties to the arbitration also agree not to discuss the amount of the arbitration award or any settlement, the names of the parties, except as required by law.

xvii. **Severability.**

If any portion of this Section is determined to be invalid, void, or unenforceable by a court of competent jurisdiction or by the arbitrator, the affected provision(s) shall be stricken from this Section and the arbitration proceeding shall continue to conclusion under the remaining provisions of this Section.



FINANCIAL SERVICES
COMMISSION

RON DESANTIS
GOVERNOR

JIMMY PATRONIS
CHIEF FINANCIAL
OFFICER

ASHLEY MOODY
ATTORNEY GENERAL

NICOLE "NIKKI" FRIED
COMMISSIONER OF
AGRICULTURE

OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER
COMMISSIONER

February 10, 2022

Jason Winslow
American Integrity Insurance Company Of Florida
5426 Bay Center Drive
Suite 600
Tampa, FL 33609

RE: AMERICAN INTEGRITY INSURANCE COMPANY OF FLORIDA
Homeowners Multi-Peril (040 + 04.0000FL)
OIR File Number: FCP 21-030282

Dear Jason Winslow:

The Office has completed its review of the above-referenced filing dated 11/16/2021. The form submitted in this filing is **APPROVED**. It is our understanding that the proposed effective date for use of the form is 4/22/2022 for new business and 6/21/2022 for renewals.

This approval is applicable only to the stamped approved form contained herein. Any corresponding rate or rule filing must be submitted as a separate filing. This approval is conditioned upon and subject to the filing and approval of the respective rates and rules.

Sincerely,

Office of Insurance Regulation

...

FLORIDA OFFICE OF INSURANCE REGULATION
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-0330
website: www.flor.com

Florida Office of Insurance Regulation

I-File Workflow System

Filing Number: 22-010152

Request Type: Entire Filing



April 4/6/2022

Mr. David Altmaier, Commissioner
Florida Office of Insurance Regulation
Bureau of Property & Casualty Forms and Rates
(Submitted via I-File)

Attn: Bureau of Property & Casualty Forms and Rates
Subject: DP3 Dwelling Fire Program
Filing Submission – Prior Approval

Dear Mr. Altmaier,

Please accept this form filing to introduce changes to the American Integrity Voluntary Dwelling Fire Program.

The Explanatory Memo contains similar verbiage that was outlined in our HO3 Form Filing (21-030282).

We are requesting a new business effective date of 06/22/2022 and a renewal effective date of 08/22/2022.

Please contact me with any questions,

Brent Radeloff
SVP Product Management
American Integrity Insurance Group
5426 Bay Center Drive | Suite 600 | Tampa, FL 33609
Direct: 813.712.8839 | Cell: 813.546.5504 | Email: bradeloff@aiiflorida.com

5426 Bay Center Drive, Ste 650 | Tampa, FL 33609 | P: 866.968.8390 | F: 813.884.1144 | www.aiicfl.com



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANDATORY MEDIATION-ARBITRATION ENDORSEMENT

CONDITIONS

This endorsement changes certain paragraphs to **CONDITIONS** in **your** policy.

The endorsement replaces **CONDITIONS, Paragraph 8. Mediation or Appraisal** in DP3 Special Provisions For Florida - DP 00 03 - Special Form (AIIC 01 DP3 SP). This endorsement also deletes any reference to **CONDITIONS, Paragraph 11. Suit Against Us** in DP3 Special Provisions For Florida - DP 00 03 - Special Form (AIIC 01 DP3 SP). When this endorsement is invoked, it replaces **CONDITIONS, Paragraph 13. Loss Payment** in DP3 Special Provisions For Florida - DP 00 03 - Special Form (AIIC 01 DP3 SP). For all other claims that are not disputed, **CONDITIONS, Paragraph 13. Loss Payment** in DP3 Special Provisions For Florida - DP 00 03 - Special Form (AIIC 01 DP3 SP) remains in place.

Please read this document carefully as it affects **your** rights under this policy and under statute, and keep it with **your** policy.

CONDITIONS

Paragraph 11. is deleted and replaced by the following:

11. Dispute Resolution.

For a reduction in premium, and other valuable consideration, **you** agree to the following terms as the exclusive process for resolving any dispute between **us** and **you**, and/or between **us** and any and all persons making a claim of any kind under this policy of insurance, including but not limited to any additional insured, omnibus insured, or assignee of post-loss benefits, arising from, through or by this policy:

a. MEDIATION

If the dispute is based on a disagreement between **you**, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits and **us** as to the value of **your** claim under this policy, the parties agree to first attempt to settle the dispute by mediation. **You** must make a request for mediation within five (5) years from the date of loss, and **you** must comply with all other provisions in this policy. The mediation will take place pursuant to the Florida Rules for Certified & Court-Appointed Mediators.

We shall pay the reasonable costs of the mediation, including the mediator's fee. **You** or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits have the right to be represented by an attorney of **your** or their choosing to attend the Mediation. **You** or any additional insured, omnibus insured, other person making a

claim under the policy, or an assignee of post-loss benefits, will be responsible for paying for **your** or their own attorney (in the event that **you** or they retain an attorney).

If the parties cannot agree on a mediator, either party may notify the other in writing via certified mail return receipt requested or via hand delivery with signature receipt required of this failure and then **you** will choose a mediator certified pursuant to Section 44.106, Florida Statutes within ten days of such notice.

If **you** do not notify **us** of **your** choice within ten days, the mediation process will be deemed concluded without resolution, and the dispute will move to binding arbitration.

The mediation shall occur at any agreed location. If the parties cannot agree to a location, the mediator will choose the location. If the parties cannot reach a complete resolution through mediation, then they further agree that any remaining dispute shall be concluded by binding arbitration as follows in this policy.

b. BINDING ARBITRATION

i. Confidential Binding Arbitration

All Disputes, including disputes arising out of or related to this Agreement, between **us** and **you**, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, (hereinafter referred to as "party" or collectively as "the parties") whether arising out of State or Federal law, and whether based upon statutory duties, breach of contract, tort theories, punitive damages or other legal theories, irrespective of the basis for the duty or the legal theories upon which the claim is asserted, shall be exclusively and finally resolved through confidential binding arbitration (the "Arbitration") as provided herein, in the county of residence premises and shall not be filed in a court of law, except any suit requesting injunctive relief, any action pursuant to §682.02(1), Florida Statutes, and any supplemental relief requested therein may be filed in the Circuit Court in and for the county of residence premises. **The Disputes that are subject of this Binding Arbitration exclude your civil remedies to bring a civil action under section 624.155, Florida Statutes. Resolution through Binding Arbitration must be requested within five (5) years from the date of loss, and you must comply with all other provisions of this policy.**

ii. Venue

The parties agree that venue for the binding arbitration shall be in the county of residence premises and any civil judicial action concerning this Binding Arbitration Agreement shall be in the circuit courts in and for the county of residence premises.

iii. Rules Governing Arbitration

The Arbitration shall be conducted in accordance with the provisions of the Revised Florida Arbitration Code, chapter 682, Florida Statutes, this Agreement and pursuant to the Florida Rules of Civil Procedure, Florida Evidence Code, and substantive Florida law (including statutes, rules, regulations, case law, and common law). Further, nothing in this Agreement is to be construed to contradict an applicable Florida statutory grievance or mediation procedure.

iv. Right to Counsel

The parties have the right to be represented by an attorney of their choosing in the binding arbitration proceeding. Each party will be responsible for paying for their own attorney in the event they retain an attorney.

v. Demand for Arbitration

If Mediation does not resolve the Dispute between the parties, then either party shall serve a Demand for Arbitration ("Demand"). The Demand for Arbitration shall be a clear and concise statement of the Dispute and the relief sought by the filing party.

vi. Service of the Demand for Arbitration

a) If **you**, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, seek Binding Arbitration to resolve the Dispute, then the Demand for Arbitration shall be served on the Insurer consistent with Florida law, sections 624.422 and 624.423, Florida Statutes, on the State of Florida's Chief Financial Officer and her or his successors in office.

b) If the Insurer seeks Arbitration, then the Insurer will serve the Demand for Arbitration on **you** or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, consistent with Florida law concerning service of process.

vii. Selection of Arbitrator

a) Within twenty (20) Business Days after of service of the Demand for Arbitration, the parties shall jointly select one (1) Arbitrator. The Arbitrator must be either a retired Florida circuit court or federal court judge, or a member of the Florida Bar with at least ten (10) years of experience as an attorney who has reasonable familiarity with the applicable arbitration rules, knowledge of insurance, contracts, and construction law (as may apply to the Dispute) in Florida.

b) If the parties cannot reach an agreement on an Arbitrator within twenty (20) days of receipt of the Demand for Arbitration, then either party may petition the Circuit Court in and for the county of residence premises, for the specific and sole purpose of appointing the arbitrator in accordance herewith. The arbitrator shall be independent of all parties, witnesses, and legal counsel. No past or present officer, director, affiliate, subsidiary, or employee of a party, witness, or legal counsel, nor may any person with a financial interest in the outcome of the proceedings, serve as an arbitrator in the proceeding. The parties agree that no attorneys' fees or costs shall be paid or payable in such an action to appoint an arbitrator.

viii. Arbitration Timeline and Discovery

a) Within fifteen (15) days of the appointment of the Arbitrator, the Arbitrator shall schedule a Case Management Conference, via telephone or audio/visual means for the purpose of determining the schedule for the action, including but not limited to, clarifying the Dispute if needed, setting an arbitration timeline, including a discovery schedule, deadlines for witness disclosures and expert witness disclosures, setting deposition parameters in both number and scope, setting deadlines for motion practice, computation of claimed damages, and the final arbitration hearing.

b) If an expert witness is retained, each such expert must provide, not less than fifteen (15) days before a deposition but no less than thirty (30) days before the final arbitration hearing: (1) a written report stating all opinions that he or she will express at the hearing; (2) the bases and reasons for the opinions; (3) the facts and data considered in forming the opinions; (4) all exhibits that will be used to summarize or support the opinions; and (5) his or her curriculum vitae.

c) The parties shall be permitted to appear at any arbitration hearing by telephone or by audio/visual means, unless otherwise determined by the Arbitrator.

d) Within 20 days of the Arbitrator's initial Case Management Conference, any responsive pleading (or arbitration equivalent thereof) to the Demand for Arbitration shall be filed with the Arbitrator, unless otherwise determined by the Arbitrator.

e) The parties have the right to engage in discovery as provided by the Florida Rules of Civil Procedure and the Florida Revised Arbitration Code, and within any parameters set by the Arbitrator. The Arbitrator shall have the power to impose sanctions against a party, or the party's counsel, for failing to comply with discovery obligations and applicable rules, or engaging in other disruptive or dilatory conduct, whether direct or indirect, that causes or will likely cause undue financial burden on another party in accordance with the substantive and procedural laws of Florida.

f) The final Arbitration hearing shall be held within one hundred twenty (120) days from the service of the Demand for Arbitration, and the Arbitrator shall issue a written decision within thirty (30) days after completion of the final Arbitration hearing, unless the parties waive the time-requirements for conducting the final Arbitration hearing or waive the time requirement for issuing the written decision. The Arbitrator's written decision shall contain findings of facts and conclusions of law that support the Arbitrator's decision.

ix. Arbitration Costs

Insurer shall bear the costs of the Arbitrator's fee and the Arbitration filing fee. Each party shall otherwise bear his/her/its own attorneys' fees and costs, subject to the terms hereof.

x. Award

As set out in paragraph (viii)(f), under this Binding Arbitration section, the Arbitrator shall issue a written decision within thirty (30) days of completion of the final Arbitration hearing, and the written decision shall contain findings of fact and conclusions of law that support the Arbitrator's decision.

The parties agree any court action to confirm, vacate, modify or correct, or entering a judgment on an Arbitration award, pursuant to sections 682.12, 682.13, 682.14, and 682.15, Florida Statutes, shall be in the circuit courts and appellate courts of the county of residence premises.

xi. Appeal of Arbitration Award

The parties agree that the Arbitrator's decision shall be final, subject to the parties' right to vacate, modify, correct and appeal the Arbitration Award as set out in the Revised Florida Arbitration Code, chapter 682, Florida Statutes.

xii. Payment of Arbitration Award

We will pay **you** unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be paid upon the earliest of the following:

- a) 20 days after we receive **your** written proof of loss and reach a written, executed agreement of settlement with **you** according to the terms of the written settlement agreement; or,
- b) 60 days after we receive **your** written proof of loss and;
 - 1. There is an entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or

2. Written executed mediation settlement with **you** according to the terms of the written mediation settlement or an arbitration award
- c) Within 90 days after we receive notice of an initial claim, "reopened claim" or "supplemental claim" from **you**, we will pay or deny such claim or portion of such claim unless the failure to pay such claim or portion of such claim is caused by factors beyond our control which reasonably prevents such payment

Any payment made by **us** shall not constitute a waiver of our rights within the policy or endorsements.

xiii. Enforcement Consent to Jurisdiction Service of Process.

Without limiting any of the provisions herein, any action in connection with or related to the validity or enforcement of the Arbitration Decision made pursuant hereto or under the Revised Florida Arbitration Code, and any Dispute which by its nature is prohibited under applicable law from resolution through arbitration, or as otherwise contemplated under applicable law as to the issuance of any adequate interim, provisional or temporary relief in the event that an arbitrator is unable to issue such relief, shall be exclusively brought in and before the Circuit Court in and for the county of residence premises.

Each party waives, to the fullest extent permitted by law, (a) any claim, defense, or argument that any such suit, action, or proceedings have been brought in an inconvenient forum; and (b) agrees that service of process in any such action may be effectuated by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party or via hand delivery with signature receipt required.

xiv. Waiver of Jury and Judge Trial.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR JUDGE IN ANY DISPUTE AND AGREES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM THEREUNDER.

xv. Waiver of Entitlement to Attorney's Fees and Costs.

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE YOUR, OR ANY ADDITIONAL INSURED'S, OMNIBUS INSURED'S, OTHER PERSON MAKING A CLAIM UNDER THE POLICY'S, OR ASSIGNEE'S STATUTORY RIGHTS UNDER FLORIDA LAW, SECTION 627.428, FLORIDA STATUTES, AND SECTIONS 627.70152, 627.7152, FLORIDA STATUTES, TO RECEIVE A REASONABLE SUM AS FEES OR COMPENSATION FOR YOUR

ATTORNEY PROSECUTING YOUR CLAIM AGAINST THE INSURER. THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM THEREUNDER.

The Insurer acknowledges that the parties retain their entitlement to recover pursuant to section 682.15(3), Florida Statutes, to receive a reasonable attorney fees and expenses incurred by them if they successfully file a judicial proceeding seeking enforcement of an Arbitration award against the Insurer, and/or if they file a judicial proceeding challenging the Arbitration Award that results in a circuit court judgment that vacates the Arbitration Award without directing a rehearing, or that modifies or corrects the Arbitration Award as set out in section 682.15, Florida Statutes.

The parties agree that the award of attorneys' fees and costs under section (x) of the Binding Arbitration Agreement do not include payment for attorney time and costs incurred during the Arbitration proceeding which includes the initial filing through the issuance of the Arbitrator's final written decision, and specifically acknowledge and agree that attorneys' fees otherwise awardable under 627.428 are waived for anything other than those incurred in an enforcement action of the Arbitration award.

You voluntarily acknowledge and fully understand that in waiving your and or any additional insured's, omnibus insured's, other person making a claim under the policy's, or an assignee's statutory rights under Florida law, sections 627.428, 627.70152, and 627.7152, Florida Statutes, to receive reasonable attorneys' fees in the prosecution of your/their claim against the Insurer that:

- a) **The parties will be responsible for paying their own attorney's fees, if they hire an attorney to represent them to prosecute their case in the mediation and arbitration proceedings; and**
- b) **Because you have waived these statutory rights to receive an award of reasonable attorney's fees in the mediation and arbitration proceedings, you have waived the right to give an assignee of your insured loss the ability to receive reasonable attorney's fees and costs under section 627.7152, Florida Statutes.**

xvi. **Confidentiality.**

The arbitration proceeding shall remain confidential in all respects, including the Demand for Arbitration, all arbitration filings, deposition transcripts, documents produced or obtained in discovery, or other material provided by and exchanged between the parties and the arbitrator's findings of fact and conclusions of law. Following receipt of the arbitrator's decision, each party agrees to return to the producing party within thirty (30) days the original and all copies of documents exchanged in discovery and at the arbitration hearing, except those documents required to be retained by counsel pursuant to law.

Further, the parties to the arbitration also agree not to discuss the amount of the arbitration award or any settlement, the names of the parties, except as required by law.

xvii. **Severability.**


If any portion of this Section is determined to be invalid, void, or unenforceable by a court of competent jurisdiction or by the arbitrator, the affected provision(s) shall be stricken from this Section and the arbitration proceeding shall continue to conclusion under the remaining provisions of this Section.

Florida Office of Insurance Regulation
I-File Workflow System

Filing Number: 22-004395

Request Type: Entire Filing

Heritage Property & Casualty Insurance Company
1401 N Westshore Blvd
Tampa, FL 33607
Tel 1 (855) 620-9978 Fax 1 (866) 929-4530
www.heritagepci.com

FOR INFORMATIONAL PURPOSES ONLY
 **HERITAGE INSURANCE**
Date Received: 02/17/2022 Date of Action: 03/18/2022
FL OFFICE OF INSURANCE REGULATION

February 17, 2022

Ms. Sandra Starnes, Director
Office of Insurance Regulation
Bureau of Property and Casualty Forms and Rates
200 East Gaines Street
Tallahassee, FL 32399-0330

Re: Heritage Property and Casualty Insurance Company
Florida Dwelling Fire Program Form Filing

Dear Ms. Starnes,

We are submitting for your review and approval the introduction of a new form to Heritage Property & Casualty Insurance Company. In this filing we are proposing an effective date of 5/1/2022 for new business and renewals. Detailed information is outlined in our explanatory memorandum.

If you have any questions or require clarification on this filing, my contact information is listed below. We appreciate your consideration of our filing.

Best,


Alexandria Almon

Alexandria Almon

Associate Product Analyst
Heritage Property & Casualty Insurance Company
2600 McCormick Dr. Suite 300
Clearwater, FL 33759

Heritage Property & Casualty Insurance Company
1401 N Westshore Blvd
Tampa, FL 33607
Tel 1 (855) 620-9978 Fax 1 (866) 929-4530
www.heritagepci.com

Office: 727-362-7200 x7354
Cell: 813-957-7182

FOR INFORMATIONAL PURPOSES ONLY
 **HERITAGE**
INSURANCE
Date Received: 02/17/2022 Date of Action: 03/18/2022
FL OFFICE OF INSURANCE REGULATION



**Florida Voluntary Dwelling Program Form Filing
Explanatory Memorandum**

BACKGROUND

In this filing, Heritage is proposing to introduce a new form for our DP₃ voluntary program. The form will be a mandatory exclusion on all policies and we are proposing an effective date of 5/1/2022 for new business and renewals.

CONCLUSION

We believe that this filing contains all the information necessary to make a decision that the rule as proposed herein are reasonable and comply with the laws of the state of Florida.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This policy does not provide for the reimbursement of any inspection and/or cause of loss determination services rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This policy does not provide coverage for and expressly excludes any costs for any services, including but not limited to, any inspection, investigation, testing, and evaluation, to establish and/or determine the cause of loss or the amount of loss rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf, unless the firm and services are first approved by us. This exclusion applies to such services regardless of whether they are intended to protect the property from further damage.

In the event that **HPCHO 09 FCE** is made part of the policy, then the limit stated in paragraph **c.** shall apply.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This policy does not provide coverage for and expressly excludes any costs for for the reimbursement of any services, including but not limited to, any inspection, investigation, testing, and evaluation, and/or to establish and/or determine the cause of loss or the amount of loss-determination services rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf, unless the firm and services are first approved by us. This exclusion applies to such services regardless of whether they are intended to protect the property from further damage.

In the event that HPCHO 09 FCE is made part of the policy, then the limit stated in paragraph c. shall apply.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This policy does not provide coverage for and expressly excludes any costs for for the reimbursement of any services, including but not limited to, any inspection, investigation, testing, and evaluation, payment for expenses of engineering reports, professional services, or other expert opinions, reports, or estimates and/or to establish and/or determine the cause of loss or the amount of loss-determination services rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf, unless we first request or approve the report, service, or other opinion. This exclusion applies to such services regardless of whether they are intended to protect the property from further damage.

All other policy provisions not specifically modified by this endorsement of this policy apply.

Date Received: 02/17/2022 Date Of Action: 03/18/2022

FL OFFICE OF INSURANCE REGULATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This policy does not provide coverage for and expressly excludes any payment for expenses of engineering reports, professional services, or other expert opinions, reports, or estimates to establish and/or determine the cause of loss or the amount of loss rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf, unless we first request or approve the report, service, or other opinion.

All other policy provisions not specifically modified by this endorsement apply.



FINANCIAL SERVICES
COMMISSION

RON DESANTIS
GOVERNOR

JIMMY PATRONIS
CHIEF FINANCIAL
OFFICER

ASHLEY MOODY
ATTORNEY GENERAL

NICOLE "NIKKI" FRIED
COMMISSIONER OF
AGRICULTURE

OFFICE OF INSURANCE REGULATION

DAVID ALTMAYER
COMMISSIONER

March 18, 2022

Alexandria Almon
Heritage Property & Casualty Insurance Company
2600 McCormick Drive
Ste. 300
Clearwater, FL 33759-____

RE: HERITAGE PROPERTY & CASUALTY INSURANCE COMPANY
Property / Personal (Dwelling Fire) (010+01.0002FL)
Company File Number: N/A
OIR File Number: FCP 22-004395

Dear Alexandria Almon:

The Office has completed its review of the above-referenced filing dated 2/17/2022. The form submitted in this filing are **APPROVED**. It is our understanding that the proposed effective date for use of the forms is 5/1/2022 for new business and 5/1/2022 for renewals.

This approval is applicable only to the stamped approved forms contained herein. Any corresponding rate or rule filing must be submitted as a separate filing. This approval is conditioned upon and subject to the filing and approval of the respective rates and rules.

Sincerely,

Office of Insurance Regulation

...

FLORIDA OFFICE OF INSURANCE REGULATION
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-0330
website: www.floridair.com

Affirmative Action Employer
Exhibit C
Equal Opportunity Employer


Florida Office of Insurance Regulation

I-File Workflow System

Filing Number: 22-004393

Request Type: Entire Filing

Heritage Property & Casualty Insurance Company
1401 N Westshore Blvd
Tampa, FL 33607
Tel 1 (855) 620-9978 Fax 1 (866) 929-4530
www.heritagepci.com

FOR INFORMATIONAL PURPOSES ONLY
 **HERITAGE INSURANCE**
Date Received: 02/17/2022 Date of Action: 03/18/2022
FL OFFICE OF INSURANCE REGULATION

February 17, 2022

Ms. Sandra Starnes, Director
Office of Insurance Regulation
Bureau of Property and Casualty Forms and Rates
200 East Gaines Street
Tallahassee, FL 32399-0330

Re: Heritage Property and Casualty Insurance Company
Florida Homeowners Program Form Filing

Dear Ms. Starnes,

We are submitting for your review and approval the introduction of a new form to Heritage Property & Casualty Insurance Company. In this filing we are proposing an effective date of 5/1/2022 for new business and renewals. Detailed information is outlined in our explanatory memorandum.

If you have any questions or require clarification on this filing, my contact information is listed below. We appreciate your consideration of our filing.

Best,


Alexandria Almon

Alexandria Almon

Associate Product Analyst
Heritage Property & Casualty Insurance Company
2600 McCormick Dr. Suite 300
Clearwater, FL 33759

Heritage Property & Casualty Insurance Company
1401 N Westshore Blvd
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FOR INFORMATIONAL PURPOSES ONLY
 **HERITAGE**
INSURANCE
Date Received: 02/17/2022 Date of Action: 03/18/2022
FL OFFICE OF INSURANCE REGULATION



**Florida Voluntary Homeowners Program Form Filing
Explanatory Memorandum**

BACKGROUND

In this filing, Heritage is proposing to introduce a new form for our HO-3 and HO-6 voluntary programs. The form will be a mandatory exclusion on all policies and we are proposing an effective date of 5/1/2022 for new business and renewals.

CONCLUSION

We believe that this filing contains all the information necessary to make a decision that the rule as proposed herein are reasonable and comply with the laws of the state of Florida.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This policy does not provide for the reimbursement of any inspection and/or cause of loss determination services rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This policy does not provide coverage for and expressly excludes any costs for any services, including but not limited to, any inspection, investigation, testing, and evaluation, to establish and/or determine the cause of loss or the amount of loss rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf, unless the firm and services are first approved by us. This exclusion applies to such services regardless of whether they are intended to protect the property from further damage.

In the event that **HPCHO 09 FCE** is made part of the policy, then the limit stated in paragraph **c.** shall apply.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This policy does not provide coverage for and expressly excludes any costs for for the reimbursement of any services, including but not limited to, any inspection, investigation, testing, and evaluation, and/or to establish and/or determine the cause of loss or the amount of loss-determination services rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf, unless the firm and services are first approved by us. This exclusion applies to such services regardless of whether they are intended to protect the property from further damage.

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All other provisions of this policy apply.

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All other policy provisions not specifically modified by this endorsement of this policy apply.

APPROVED

HPC PSE 02 22

Date Received: 02/17/2022 Date Of Action: 03/18/2022

FL OFFICE OF INSURANCE REGULATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This policy does not provide coverage for and expressly excludes any payment for expenses of engineering reports, professional services, or other expert opinions, reports, or estimates to establish and/or determine the cause of loss or the amount of loss rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf, unless we first request or approve the report, service, or other opinion.

All other policy provisions not specifically modified by this endorsement apply.



FINANCIAL SERVICES
COMMISSION

RON DESANTIS
GOVERNOR

JIMMY PATRONIS
CHIEF FINANCIAL
OFFICER

ASHLEY MOODY
ATTORNEY GENERAL

NICOLE "NIKKI" FRIED
COMMISSIONER OF
AGRICULTURE

OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER
COMMISSIONER

March 18, 2022

Alexandria Almon
Heritage Property & Casualty Insurance Company
2600 McCormick Drive
Ste. 300
Clearwater, FL 33759-____

RE: HERITAGE PROPERTY & CASUALTY INSURANCE COMPANY
Homeowners Multi-Peril (040 + 04.0000FL)
Company File Number: N/A
OIR File Number: FCP 22-004393

Dear Alexandria Almon:

The Office has completed its review of the above-referenced filing dated 2/17/2022. The form submitted in this filing are **APPROVED**. It is our understanding that the proposed effective date for use of the forms is 5/1/2022 for new business and 5/1/2022 for renewals.

This approval is applicable only to the stamped approved forms contained herein. Any corresponding rate or rule filing must be submitted as a separate filing. This approval is conditioned upon and subject to the filing and approval of the respective rates and rules.

Sincerely,

Office of Insurance Regulation

...

FLORIDA OFFICE OF INSURANCE REGULATION
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-0330
website: www.flor.com

Affirmative Action Equal Opportunity Employer

Exhibit D