EDY A. GUERRA DDS PA,
Plaintiff,
v.
FIRST COMMUNITY INSURANCE COMPANY, d/b/a BANKERS INSURANCE GROUP,
Defendant.

IN THE CICUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT, IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.:

## **COMPLAINT**

Plaintiff, EDY A. GUERRA DDS PA ("Plaintiff"), by and through undersigned counsel, hereby sues Defendant, FIRST COMMUNITY INSURANCE COMPANY, d/b/a BANKERS INSURANCE GROUP ("Defendant" or "Insurance Company"), and in support states the following:

## INTRODUCTION

- 1. Plaintiff, Dr. Edy A. Guerra DDS, is the owner and operator of **EDY A. GUERRA DDS PA**, a dental practice with offices located at 4011 W Flagler St., Suite 506, in Coral Gables,
  Florida 33134; 9456 Harding Ave, Surfside, Florida, 33154; and 260 95th Street, Suite 209,
  Surfside, Florida, 33154.
- 2. To protect the dental practice and the income from the operation of the offices, Plaintiff purchased a property insurance policy issued by Defendant, FIRST COMMUNITY INSURANCE COMPANY, d/b/a BANKERS INSURANCE GROUP, with policy number 09 0005800742 0 05 (the "Policy").
- 3. Under the Policy, the Insurance Company is responsible for receiving and managing claims and loss notices, responding to questions about insurance and coverage.

- 4. The Policy is a bilateral contract: Plaintiff agreed to pay monthly premiums to Defendant, in exchange for Defendant's promises of coverage for certain losses.
- 5. Among other types of coverage, the Policy protects Plaintiff against a loss of business income due to a suspension of the dental office operations. This type of coverage is often referred to as business interruption coverage.
- 6. The Policy also provides "Extra Expense" coverage, under which Defendant promised to pay expenses incurred to minimize the suspension of business.
- 7. Plaintiff duly complied with its obligations under the Policy and paid the requisite premiums.
- 8. Beginning in March 2020, Plaintiff was forced to suspend business operations at both dental offices as a result of the COVID-19 outbreak. Related actions of civil authorities also prohibited access to and occupancy of the dental offices. This suspension, which is ongoing, has caused Plaintiff to suffer significant losses and incur significant expenses.
- 9. Under the Policy, Defendant promised to cover these losses and expenses, and are obligated to pay for them. However, in blatant breach of their contractual obligations Defendant has failed to pay for these losses and expenses.

## THE PARTIES, JURISDICTION AND VENUE

- 10. This is an action for breach of contract and declaratory judgment, seeking damages in excess of thirty thousand dollars (\$30,000.00), exclusive of interest, costs, and fees.
- 11. Plaintiff is a Florida corporation, organized and existing under the laws of Florida, qualified to do business in Florida, and has at all times material hereto been conducting business in Miami-Dade County, Florida.

- 12. Plaintiff is a Florida corporation, organized and existing under the laws of Florida, qualified to do business in Florida, and has at all times material hereto been conducting business in Miami-Dade County, Florida.
- 13. Under the applicable law and the terms of the Policy, service of process on Defendant may be effectuated by serving their Registered Agent, the Chief Financial Officer of the state of Florida, located at 200 East Gaines Street, Tallahassee Florida 32399.
- 14. Venue is proper in Miami-Dade County because the contract, which forms the subject matter of this Complaint, was executed in Miami-Dade County and the property, which is the subject matter of this lawsuit, is located in Miami-Dade County, Florida.
- 15. All conditions precedent to the filing of this lawsuit have occurred, have been waived, or have been performed.

### **GENERAL ALLEGATIONS**

- 16. Plaintiff obtained the Policy, a "business owners policy" issued by Defendant First Community Insurance Company. The insured properties under the policy are 4011 W Flagler St., Suite 506, in Coral Gables, Florida 33134; 9456 Harding Ave, Surfside, Florida, 33154; and 260 95th Street, Suite 209, Surfside, Florida, 33154, (herein after "the premises") collectively the locations of Plaintiff's dental practice.<sup>1</sup>
- 17. The policy is an all-risk insurance policy. In an all-risk insurance policy, all risks of loss are covered unless they are specifically excluded.
- 18. Consistent with the all-risk nature of the Policy, Defendants specifically agreed to pay for all loses caused by "Covered Causes of Loss," defined as "direct physical loss unless the loss is excluded or limited in this policy."

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<sup>&</sup>lt;sup>1</sup> A copy of the Policy's Declarations Page is hereby attached as Exhibit **A**. Plaintiffs hereby incorporate by reference the complete Policy pursuant to Florida Rules of Civil Procedure, Rule 1.350(a).

- 19. One type of coverage provided by the Policy is for loss of business income, often called business interruption insurance. This coverage is specifically provided for in a section of the Policy titled "Business Income."
- 20. Pursuant to this section, Defendant promised to pay for "Loss of Business Income" caused by a Covered Cause of Loss. Specifically, Defendant promised to pay for the loss of Business Income sustained due to the necessary "suspension" of the insured's "operations" during the "period of restoration."

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration."

- 21. Each of the operative terms of this coverage provision is defined as follows.
- 22. Business Income means the net profit that the business would have earned absent the suspension of operations, plus any continuing normal operating expenses, including payroll.

### Business Income means the:

- - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
  - b. Continuing normal operating expenses incurred, including payroll.
- 23. Suspension means, among other things, a slowdown or cessation of the Insured's business activities.
- 24. Period of Restoration means the period of time beginning with the date of direct physical loss or damage caused by or resulting from any covered cause of loss at the described premises

- 25. In addition to promising to pay for loss of Business Income, under the Policy, Defendant also promised to pay for certain necessary "Extra Expense[s]." Extra Expenses mean expenses that the policyholder incurs to, for example, minimize the suspension of business.
- 26. Parts of the Policy, including the "Business Income (and Extra Expense) Coverage section," are standardized forms drafted by the Insurance Services Office (ISO). The ISO is a company that drafts standard policy language for use in insurance contracts.
- 27. In 2006, the ISO drafted a new endorsement, CP 01 40 07 06, acknowledging that claims for business interruption losses would be filed under existing policy language for losses resulting from, the presence of disease-causing agents. Endorsement CP 01 40 07 06, which other insurers have since incorporated in policies, provides that the insurer "will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease." Significantly, Defendant chose to not include this endorsement in Plaintiff's Policy.
- 28. Plaintiff's Policy does not contain any exclusion which would apply to allow Defendant to deny coverage for losses caused by COVID-19 and related actions of civil authorities taken in response to COVID-19.
- 29. Accordingly, because the Policy is an all-risk policy and does not specifically exclude the losses that Plaintiff has suffered, those losses are covered.
- 30. As of the date of this filing, according to the Florida Department of Health, COVID-19 is present in all of Florida's 67 counties, with Miami-Dade and Broward counties being the most affected counties.
- 31. The presence of COVID-19 and the public health emergency it has created have prompted actions by civil authorities throughout the United States ("Civil Authority Actions"),

including but not limited to civil authorities with jurisdiction over Plaintiff, specifically the City of Coral Gables, Miami-Dade County, and the state of Florida. These Civil Authority Actions have restricted and prohibited access to the insured property.

- 32. On March 26, 2020 Miami-Dade issued Emergency Order 12-20, "Directing Shelter-in-Place: Safer at Home Protocols." Among other things, this Order required the closure of all non-essential businesses. Emergency Order 12-20 was expressly issued in response to the propensity of COVID-19 and its disease-causing agent to "physically cause property damage."
- 33. On March 30, 2020, the Governor of Florida signed Executive Order 20-89, ordering Miami-Dade, among other counties, "to restrict public access" to non-essential businesses.
- 34. In Florida, violations of an executive order issued by the Governor pursuant to the State Emergency Management Act are second-degree misdemeanors punishable by imprisonment.
- 35. The presence of COVID-19 caused direct physical loss of and/or damage to the covered premises under the Policy by, among other things, damaging the property, denying access to the property, preventing patients from physically occupying the property, causing the property to be physically uninhabitable by patients, causing its function to be nearly eliminated or destroyed, and/or causing a suspension of business operations on the premises.
- 36. The Civil Authority Actions prohibiting public access to the covered premises and the surrounding area were issued in response to dangerous physical conditions and caused a suspension of business operations on the covered premises.
- 37. As a result of the presence of COVID-19, Plaintiff has suffered a suspension of business operations, sustained losses of business income, and incurred extra expenses.

- 38. These losses and expenses have continued through the date of filing of this action. Indeed, as of the date of filing, the dental office remains closed.
- 39. These losses and expenses are not excluded from coverage under the Policy. And because the policy is an all-risk policy, and Plaintiff has complied with its contractual obligations, Plaintiff is entitled to payment for these losses and expenses.
- 40. Accordingly, Plaintiff provided notice of its losses and expenses to Defendant, consistent with the terms and procedures of the policy.
- 41. But contrary to the plain language of the Policy, and to Defendant's corresponding promises and contractual obligations, Defendant has refused to pay for Plaintiff's losses and expenses.

## CAUSES OF ACTION COUNT I: DECLARATORY JUDGMENT (On behalf of the Business Income)

- 42. Plaintiff re-adopts and re-alleges paragraphs 1 through 41 above.
- 43. Pursuant to Section 86.021, Florida Statutes, Plaintiff seeks declaratory judgment with respect to coverage of the Loss.
- 44. Plaintiff's Policy is an insurance contract under which Defendant was paid premiums in exchange for promises to pay for claims covered by the Policy.
- 45. In the Policy, Defendant promised to pay for losses of business income sustained as a result of perils not excluded under the Policy. Specifically, Defendant promised to pay for losses of business income sustained as a result of a suspension of business operations during the Period of Restoration.

- 46. COVID-19 caused direct physical loss of and damage to Plaintiff's insured premises, resulting in suspensions of business operations at these premises. These suspensions have caused Plaintiff to suffer losses of business income.
  - 47. These suspensions and losses triggered business income coverage under the Policy.
- 48. Plaintiff has complied with all applicable provisions of their respective policies, including payment of premiums.
- 49. Defendant, without justification, dispute that the Policy provides coverage for these losses.
- 50. Plaintiff seeks a Declaratory Judgment that its Policy provides coverage for the losses of business income.
- 51. There is a bona fide, actual, present, and practical need for this declaration, as Plaintiff needs to determine whether the Loss is covered by Defendant or whether she needs to seek an alternative source of payment for the Loss.
- 52. All antagonistic and adverse interests are before the Court and the relief sought is not merely the giving of legal advice or answer to questions propounded by curiosity.
- 53. An actual case or controversy exists regarding Plaintiff's rights and Defendant's obligations to reimburse Plaintiff for the full amount of these losses. Accordingly, the Declaratory Judgment sought is justiciable.
- 54. Plaintiff has been obligated to retain the undersigned attorneys for the prosecution of this action and is entitled to reasonable attorneys' fees pursuant to Section 627.428, Florida Statutes.

**WHEREFORE**, Plaintiff requests that this Court enter a Declaratory Judgment declaring that the Policy provides Business Income coverage for the losses and extra expenses incurred by

## **COUNT II: BREACH OF CONTRACT** (On behalf of the Business Income)

- 55. Plaintiff re-adopts and re-alleges paragraphs 1 through 41 above.
- 56. Plaintiff's Policy is an insurance contract under which Defendant was paid premiums in exchange for promises to pay for claims covered by the Policy.
- 57. In the Policy, Defendant promised to pay for losses of business income incurred as a result of perils not excluded under the Policy. Specifically, Defendant promised to pay for losses of business income sustained as a result of a suspension of business operations during the Period of Restoration.
- 58. COVID-19 caused direct physical loss of and damage to Plaintiff resulting in suspensions of business operations at the premises. These suspensions have caused Plaintiff to suffer losses of business income.
  - 59. These suspensions and losses triggered business income coverage under the Policy.
- 60. Plaintiff has complied with all applicable provisions of their respective policy, including payment of premiums.
- 61. Defendant, without justification, has refused performance under the policy by denying coverage for these losses and expenses. Accordingly, Defendant is in breach of the Policy.
- 62. As a result of Defendant's breaches of the Policy, Plaintiff has suffered actual and substantial damages for which Defendant is liable.
- 63. Plaintiff has become obligated to retain the undersigned attorneys for the prosecution of this action and is entitled to reasonable attorney's fees pursuant to section 627.428, Florida Statutes.

WHEREFORE, Plaintiff seeks compensatory damages resulting from Defendant's breach of the Policy, and seek all other relief deemed appropriate by this Court, including attorneys' fees and costs.

## **COUNT III: DECLARATORY JUDGMENT** (On behalf of the Extra Expense)

- 64. Plaintiff re-adopts and re-alleges paragraphs 1 through 41 above.
- 65. Pursuant to Section 86.021, Florida Statutes, Plaintiff seeks declaratory judgment with respect to coverage of the Loss.
- 66. Plaintiff's Policy is an insurance contract under which Defendant was paid premiums in exchange for promises to pay for claims covered by the Policy.
- 67. Specifically, Defendant promised to pay for Extra Expenses incurred by Plaintiff during the Period of Restoration that the insured would not have incurred if there had been no loss or damage to the insured premises. These Extra Expenses include expenses to avoid or minimize the suspension of business, continue operations, and to repair or replace property.
- 68. COVID-19 caused direct physical loss of and damage to Plaintiff, resulting in suspension of business operations at the premises. As a result, Plaintiff has incurred Extra Expenses.
  - 69. These Expenses triggered Extra Expense coverage under the policy.
- 70. Plaintiff has complied with all applicable provisions of their respective Policy, including payment of premiums.
- 71. Defendant, without justification, disputes that the Policy provides coverage for these Extra Expenses.
- 72. Plaintiff seeks a Declaratory Judgment that its Policy provides coverage for these Extra Expenses.

- 73. There is a bona fide, actual, present, and practical need for this declaration, as Plaintiff needs to determine whether the Loss is covered by Defendant or whether she needs to seek an alternative source of payment for the Loss.
- 74. All antagonistic and adverse interests are before the Court and the relief sought is not merely the giving of legal advice or answer to questions propounded by curiosity.
- 75. An actual case or controversy exists regarding Plaintiff's rights and Defendant's obligations to reimburse Plaintiff for the full amount of these losses. Accordingly, the Declaratory Judgment sought is justiciable.
- 76. Plaintiff has been obligated to retain the undersigned attorneys for the prosecution of this action and is entitled to reasonable attorneys' fees pursuant to Section 627.428, Florida Statutes.

**WHEREFORE**, Plaintiff requests that this Court enter a Declaratory Judgment declaring that the Policy provides Extra Expense coverage for the losses and extra expenses incurred by Plaintiff.

## **COUNT IV: BREACH OF CONTRACT** (On behalf of the Extra Expense)

- 77. Plaintiff re-adopts and re-alleges paragraphs 1 through 41 above.
- 78. Plaintiff's Policy is an insurance contract under which Defendant was paid premiums in exchange for promises to pay for claims covered by the Policy.
- 79. Specifically, Defendant promised to pay for Extra Expenses incurred by Plaintiff during the Period of Restoration that the insured would not have incurred if there had been no loss or damage to the insured premises. These Extra Expenses include expenses to avoid or minimize the suspension of business, continue operations, and to repair or replace property.

- 80. COVID-19 caused direct physical loss of and damage to Plaintiff resulting in suspension of business operations at the premises. This suspension has caused Plaintiff to incur Extra Expenses.
  - 81. These Expenses triggered Extra Expense Coverage under the Policy.
- 82. Plaintiff has complied with all applicable provisions of the Policy, including payment of premiums.
- 83. Defendant, without justification, has refused performance under the Policy by denying coverage for these Extra Expenses. Accordingly, Defendant is in breach of the Policy.
- 84. As a result of Defendant's breach of the policy, Plaintiff has suffered actual and substantial damages for which Defendant is liable.
- 85. Plaintiff has become obligated to retain the undersigned attorneys for the prosecution of this action and is entitled to reasonable attorney's fees pursuant to section 627.428, Florida Statutes.

WHEREFORE, Plaintiff seeks compensatory damages resulting from Defendant's breach of the Policy, and seek all other relief deemed appropriate by this Court, including attorneys' fees and costs.

### PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff respectfully requests that the Court enter judgment in its favor and against Defendant, as follows:

- A. Entering declaratory judgments on Counts I, III, in favor of Plaintiff as follows:
  - i. Business Income and Extra Expense losses and expenses incurred and sustained as a result of COVID-19 and related civil authority actions are insured and covered losses and expenses under Plaintiff's Policy; and

Defendant First Community Insurance Company, b/b/a Bankers Insurance Group is obligated to pay the full amount of the Business Income and Extra

Expense losses and expenses sustained and incurred, and to be sustained

and incurred, as a result of COVID-19 and related civil authority;

B. Entering judgments on counts II and IV in favor of Plaintiff and award damages for

breach of contract in an amount to be determined at trial;

C. An order requiring Defendant to pay both pre- and post- judgment interest on any

amounts awarded;

ii.

D. An award of costs and attorneys' fees; and

E. Such other or further relief as may be appropriate.

**DEMAND FOR JURY TRIAL** 

The undersigned hereby demands a trial by jury as to all issues so triable.

Dated: May 20, 2020

Grossman, LeMontang & de la Fuente, PLLC

Counsel for Plaintiff 75 Valencia Avenue, 8th Floor Coral Gables, Florida 33145 Telephone No. (305) 446 - 0303 Facsimile No. (305) 446 - 4503

By: /s/ I. Bruno de la Fuente

J. Bruno De La Fuente, Esq. Florida Bar No.: 81674

Email: JBF@gldlawvers.com Ryan S. LeMontang, Esq. Florida Bar No. 119922

Email: RSL@gldlawyers.com

# EXHIBIT A

## FIRST COMMUNITY INSURANCE COMPANY PO BOX 33060

ST. PETERSBURG, FL 33733-8060 800-627-0000

BBOP99.001 1007 1007 5573697

1/14/20



3000 00000 BBOP

RENEWAL DECLARATIONS

**DECLARATIONS PAGE** 

Business Owners Policy

Date of Issue 1/14/20

Policy Number 09 0005800742 0

Page 1 of 7

Policy Period Term Inception Date Agent Agent's Phone From: 9/18/16To: 9/18/17 12:01 Standard Time 12 mos 9/18/14 12:01 AM 00-0057220 (561) 210-8715

Agent (561) 210-8715 THE SENA GROUP

190 GLADES RD STE C **BOCA RATON FL 33432** 

EDY A GUERRA DDS PA 4011 W FLAGLER ST STE 506 CORAL GABLES FL 33134-1643

in return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy,

## Policy Limits (Coverage provided only where limits are indicated)

General Liability General Aggregate Limit (Other Than Products-Completed Operations) \$2,000,000 Products-Completed Operations Aggregate Limit \$1,000,000 Personal And Advertising Injury Limit **INCLUDED** Each Occurrence Limit \$1,000,000 Fire Damage Limit \$50,000 PER OCCURRENCE Medical Expenses Limit \$5,000 PER PERSON Accounts Receivable \$25,000 Employee Dishonesty \$10,000 PER OCCURRENCE Electronic Media and Records \$10,000 Fine Arts \$10,000 Valuable Papers and Records \$25,000 Money & Securities \$10,000 Inside/\$2,500 Outside

> THE UNDERSIGNED HEREBY CERTIFIES THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL EXECUTED DOCUMENT BY: Megan Burnette

## This policy contains a separate deductible for hurricane losses. which may result in high out-of-pocket expenses to you.

Premium				
Annual Premium	\$3,222.00			
EMPATF	\$4.00			
FCS	\$3.00			
Managing General Agent Fee	\$25.00	Terrorism Premium (Certified Acts) \$.0	)0	
		Grand Total \$3,254.0		
Deborah S Brcka		9/18/16		
Countersigned by Authorized Representative	•	Date		



Copies Sent To: As Indicated On Back Of The Property Coverage Page

<sup>\*</sup>Except for Fire Legal Liability, each paid claim for the above coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Paragraph D.4 of the Businessowners Liability Coverage Form.

## FIRST COMMUNITY INSURANCE COMPANY BB0P99.001 1007 1007 PO BOX 33060 5573697 ST. PETERSBURG, FL 33733-8060 800-627-0000

09 0005800742 0 02

Description of Busin	ess			
Form of Business: In In Business Description: DE	dividual 🗆 Joint Ventur NTAL OFFICE	e 🗌 Partnership 🗓	Organization (Other than Pa	rtnership or Joint Venture)
Forms and Endorsen	nents			
BBOP99.369 0909 BBOP09.114 0997 IL 02 55 0702 BBOP99.116 0903 BO 175 0187 BP 05 23 0115	BP 04 03 0187 BP 10 04 0498 BB0P09.105 1015 BB0P99.398 0610 BB0P99.304 0799 BB0P09.345 0707	BP 00 06 0689 BB0P99.106 1102 BB0P99.188 0608 BGL09.00A 0200 BP 04 05 0689 BXXX99.206 1207	BBOP99.115 0903 BP 04 15 0689 BP 01 04 0187	BBOP99.300 0596 BGL99.300 0597 BGL99.306 0596 BP 00 01 0689 BP 05 15 0115

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.

## FIRST COMMUNITY INSURANCE COMPANY BB0P99.001 1007 1007

PO BOX 33060 ST. PETERSBURG, FL 33733-8060 800-627-0000

5573697

1/14/20

3000 00000 BBOP

**RENEWAL DECLARATIONS** Business Owners Policy

**DECLARATIONS PAGE** 

Policy Number 09 0005800742 0 02

Page 2 of 7 Date of Issue 1/14/20

Described Premises

Prem # | Bldg # | Location

00001 00001 9456 HARDING AVE , SURFSIDE , FL , 33154-2804

Property |

Coverage Limits

Business Personal Property (Coverage B) Standard

Burglary and Robbery

Business Income and Extra Expense Standard

Spoilage Coverage

Class: Dairy-X ice crm, meat, poult, pha

Refrigeration Maintenance Coverage: Power Outage Only

\$79,500 LIMIT OF INSURANCE LIMIT OF INSURANCE \$10,000 12 Months Actual Loss Sustained \$3,000 LIMIT OF INSURANCE

N

Hurricane, Windstorm, or Hail Perils: Excluded

All Other Perils: \$1000

Loss Payable

Description:

Description:

Description:

Provision Applicable:

Provision Applicable:

Provision Applicable:

Protective Devices or Services

UL Central Stat-Installation 1

See reverse side for additional interests.



# FIRST COMMUNITY INSURANCE COMPANY BB0P99.001 1007 1007 PO BOX 33060 5573697 ST. PETERSBURG, FL 33733-8060 800-627-0000

Policy Number
09 0005800742 0 02

Additional Interests

## FIRST COMMUNITY INSURANCE COMPANY

PO BOX 33060 ST. PETERSBURG, FL 33733-8060 BBOP99.001 1007 1007 5573697 1/14/20

800-627-0000

3000 00000 BBOP

**RENEWAL DECLARATIONS DECLARATIONS PAGE** 

Business Owners Policy

Policy Number 09 0005800742 0

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Described Premises

Prem # | Bldg # | Location

00002 00001 4011 W FLAGLER ST STE 505 , CORAL GABLES ,FL ,33134-1643

Property

Coverage Limits

Business Personal Property (Coverage B) Standard

Burglary and Robbery

Business Income and Extra Expense Standard

Spoilage Coverage

Class: Dairy-X ice crm, meat, poult, pha

Refrigeration Maintenance Coverage: Power Outage Only

\$109,000

LIMIT OF INSURANCE

\$10,000 LIMIT OF INSURANCE 12 Months Actual Loss Sustained

\$3,000 LIMIT OF INSURANCE

N

Hurricane, Windstorm, or Hail Perils: 5% Clause D Subject to \$2500 minimum

All Other Perils: \$1000

Loss Payable

Description:

Description:

Description:

Provision Applicable:

Provision Applicable:

Provision Applicable:

Protective Devices or Services

UL Central Stat-Installation 1

See reverse side for additional interests.



# FIRST COMMUNITY INSURANCE COMPANY BB0P99.001 1007 PO BOX 33060 5573697 ST. PETERSBURG, FL 33733-8060 800-627-0000

Policy Number 09 0005800742 0 02

Additional Interests

## FIRST COMMUNITY INSURANCE COMPANY BB0P99.001 1007 1007

PO BOX 33060 ST. PETERSBURG, FL 33733-8060 5573697 1/14/20

800-627-0000

**RENEWAL DECLARATIONS** 

**DECLARATIONS PAGE** 

Business Owners Policy

Date of Issue

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3000 00000 BBOP

1/14/20

**Described Premises** 

Prem # | Bldg # | Location

260 95TH ST STE 209 ,SURFSIDE ,FL ,33154-2807 00003 00001

Property

Coverage Limits

Business Personal Property (Coverage B) Standard

Burglary and Robbery

Business Income and Extra Expense Standard

Spoilage Coverage

Class: Dairy-X ice crm, meat, poult, pha

Refrigeration Maintenance Coverage: Power Outage Only

\$78,000 LIMIT OF INSURANCE \$10,000 LIMIT OF INSURANCE 12 Months Actual Loss Sustained \$3,000 LIMIT OF INSURANCE

N

Hurricane, Windstorm, or Hail Perils: Excluded

All Other Perils: \$1000

Loss Payable

Description:

Description:

Description:

Provision Applicable:

Provision Applicable:

Provision Applicable:

Protective Devices or Services

UL Central Stat-Installation 1

See reverse side for additional interests.



# FIRST COMMUNITY INSURANCE COMPANY BB0P99.001 1007 PO BOX 33060 5573697 ST. PETERSBURG, FL 33733-8060 800-627-0000

Policy Number
09 0005800742 0 02

Additional Interests

#### FIRST COMMUNITY INSURANCE COMPANY BB0P99.001 1007 1007 PO BOX 33060 5573697 1/14/20

ST. PETERSBURG, FL 33733-8060 800-627-0000

3000 00000 BBOP

**RENEWAL DECLARATIONS DECLARATIONS PAGE** 

Business Owners Policy

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Described Premises Prem # Location

00001 9456 HARDING AVE ,SURFSIDE ,FL ,33154-2804

Classification

Code # Description

65721 Medical Offices-no emergency, family planning clinics, or physical therapy

Premium

Code # Premium Base

65721

2,000

Area - Insured Occupant



#### FIRST COMMUNITY INSURANCE COMPANY BB0P99,001 1007 1007 PO BOX 33060 5573697 1/14/20

ST. PETERSBURG, FL 33733-8060 800-627-0000

3000 00000 BBOP

**RENEWAL DECLARATIONS DECLARATIONS PAGE** 

Business Owners Policy

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Described Premises Prem # Location

00002 4011 W FLAGLER ST STE 505 , CORAL GABLES , FL ,33134-1643

Classification

Code # | Description

65721 Medical Offices-no emergency, family planning clinics, or physical therapy

Premium

Code # Premium Base

65721

1,046

Area - Insured Occupant



#### FIRST COMMUNITY INSURANCE COMPANY BB0P99.001 1007 1007 PO BOX 33060 5573697 1/14/20

ST. PETERSBURG, FL 33733-8060 800-627-0000

7

**RENEWAL DECLARATIONS DECLARATIONS PAGE** 

Business Owners Policy

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1/14/20

Described Premises

Prem # Location

00003 260 95TH ST STE 209 ,SURFSIDE ,FL ,33154-2807

Classification

Code # | Description

65721 Medical Offices-no emergency, family planning clinics, or physical therapy

Premium

Code # Premium Base

65721

2,000

Area - Insured Occupant

