

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, STATE OF FLORIDA
GENERAL CIVIL LAW DIVISION**

JOSEPH VARNER and KELLY VARNER,

Plaintiffs,

CASE NO.:

vs.

DIVISION:

OLYMPUS INSURANCE COMPANY,

Defendant.

COMPLAINT

PLAINTIFFS, JOSEPH VARNER and KELLY VARNER, by and through their undersigned counsel, hereby file, this Complaint against Defendant, OLYMPUS INSURANCE COMPANY (“Olympus”) and allege as follows:

1. This is an action for declaratory judgment.
2. The amount in controversy exceeds Thirty Thousand Dollars (\$30,000.00), exclusive of fees, taxable costs, and interest.
3. Plaintiffs are residents of the State of Florida.
4. Olympus is an insurance company, incorporated under the laws of the State of Florida. Olympus is authorized to and conducts business in Manatee County, Florida.
5. Olympus has its principal place of business in Palm Beach Gardens, Florida.
6. Olympus issued an insurance policy for the premises located at 110 10th St. S, Bradenton Beach, FL 34217, bearing policy number OICF0003443-01 (“the Policy”). Plaintiffs made a written request to Olympus for a copy of the Policy, but Olympus failed to provide the same. A copy of the Policy’s declaration page is attached hereto as Exhibit A.
7. While the Policy was in full force and effect, Plaintiffs timely presented a claim

for all payments due under the Policy resulting from lost rental income, remediation costs, civil authority closings, and all other insured damages arising from the business impact of the Novel Coronavirus (“Virus”) and associated disease, COVID-19.

8. The actual or reasonably possible physical presence of the Virus at or on the insured premises and personal property renders the insured’s use as a vacation home rental unreasonably dangerous under the prevailing scientific community’s knowledge rendering a complete or partial loss of the use of the insured property and causes “direct physical loss or damage to” the insured premises and personality, as those terms are used in the Policy.

9. Olympus, however, has denied Plaintiffs’ claim for benefits, asserting that there has not been a covered loss.

10. Plaintiffs have at all times complied with and performed all of the covenants, conditions and obligations that Plaintiffs were required to perform under the insurance contract; additionally, and alternatively, any covenants, conditions and obligations not performed by Plaintiffs have been waived.

11. Plaintiffs have employed the undersigned law firm to represent them in this action and have agreed to pay it a reasonable fee for its services.

Count I - Declaratory Judgment

12. Plaintiffs re-allege and reassert the allegations set forth in Paragraphs 1 through 11 as if fully set forth herein.

13. The parties’ disagreement over whether coverage exists for the loss arises out of differing constructions of the Policy.

14. Plaintiffs assert the loss is covered under the Policy, while Olympus asserts that the loss is not covered under the Policy and continues to deny coverage.

15. The refusal of Olympus to cover the loss has placed Plaintiffs in doubt of their rights under the Policy, and there exists a present and actual controversy capable of judicial resolution.

WHEREFORE, for the foregoing reasons, PLAINTIFFS, JOSEPH VARNER and KELLY VARNER, respectfully request the Court to enter judgment in their favor and against DEFENDANT, OLYMPUS INSURANCE COMPANY, declaring that:

- a. The actual or possible presence of the Virus at or on the insured premises or personalty meet the Policy's "direct physical loss or damage to property" language;
- b. The Policy affords coverage for loss of income and other benefits set forth by the applicable terms and condition of the Policy;
- c. Plaintiffs are entitled to an award of attorney's fees as the prevailing party in this cause of action; and
- d. Such other and further relief as this court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable.

/S/ LEE D. GUNN IV, ESQ.

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