

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

FLORIDA GULF COAST VACATION HOMES,
LLC,

Plaintiff,

CASE NO.:

DIVISION:

vs.

VARIOUS UNDERWRITERS AT LLOYD'S,
LONDON, AS NOTED BY SYNDICATE
NUMBER S. 4242,

Defendant.

_____ /

COMPLAINT

PLAINTIFF, FLORIDA GULF COAST VACATION HOMES, LLC, by and through its undersigned counsel, hereby files, this Complaint against Defendant, VARIOUS UNDERWRITERS AT LLOYD'S, LONDON, AS NOTED BY SYNDICATE NUMBER S. 4242 ("Lloyd 4242") and alleges 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. Plaintiff is a vacation home rental corporation with its principal place of business in Manatee County, Florida.
4. Lloyd 4242 is a foreign insurance company authorized to and conducting business in Manatee County, Florida.
5. Lloyd 4242 issued an insurance policy for the premises located at 903 Gulf Drive S Holmes Beach, Florida 34217, bearing policy number HCA HO3 0000005402 00 ("the

Policy”). A copy of the Policy is attached hereto as Exhibit A.

6. While the Policy was in full force and effect, Plaintiff 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.

7. 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.

8. Lloyd 4242, however, however, has denied Plaintiff’s claim for benefits, asserting that there has not been a covered loss.

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

10. Plaintiff has employed the undersigned law firm to represent it in this action and has agreed to pay it a reasonable fee for its services herein.

Count I - Declaratory Judgment

11. Plaintiff re-alleges and reasserts the allegations set forth in Paragraphs 1 through 10 as if fully set forth herein.

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

13. Plaintiff asserts the loss is covered under the Policy, while Lloyd 4242 asserts that the loss is not covered under the Policy and continues to deny coverage.

14. The refusal of Lloyd 4242 to cover the loss has placed Plaintiff in doubt of its rights under the Policy, and there exists a present and actual controversy capable of judicial resolution.

WHEREFORE, for the foregoing reasons, PLAINTIFF, FLORIDA GULF COAST VACATION HOMES, LLC, respectfully requests the Court to enter judgment in its favor and against DEFENDANT, VARIOUS UNDERWRITERS AT LLOYD’S, LONDON, AS NOTED BY SYNDICATE NUMBER S. 4242, 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. Plaintiff is 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.

LEE D. GUNN IV, ESQ.
Florida Bar No.: 367192
lgunn@gunnlawgroup.com
GUNN LAW GROUP, P.A.
401 East Jackson Street, Suite 3600

Tampa, FL 33602
(813) 228-7070 TELEPHONE
(813) 228-9400 FACSIMILE
Counsel for Plaintiff