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First Party Legalese
Of Interest to industry
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Security First Insurance Company v. Florida Office of Insurance Regulation. 42 Fla. L. Weekly D2543a (5TH DCA, December 1, 2017) Insurance -- Homeowners -
- Post-loss assignment of benefits -- Office of Insurance Regulation properly disapproved insurer's request to amend policy language to restrict ability of policy holders to assign post-loss benefits absent the consent of all insureds, all additional insureds, and all mortgagees named in policies.

Magnolia Florida Tax Certificates, et al., v. Alexai, a Florida General Partnership, and all similarly situated Florida General Partnerships; Magnolia TC5, LLC; Magnolia TC 14, LLC; Magnolia TC 14 NSA, LLC; Magnolia TC 15, LLC; and Magnolia TC 15 NSA, LLC, Florida Department of Revenue; Marcus Saiz, as Miami-Dade County Tax Collector; Broward County, Florida; et al. 42 Fla. L. Weekly D2492a (1st DCA, November 27, 2017) Appeals -- Attorney's fees -- Order determining entitlement to attorney's fees and costs, but providing for determination of amount of fees at subsequent hearing is not appealable.

William Joyce, et al., v. Federated National Insurance Company. 42 Fla. L. Weekly S852a (Supreme Court of Florida, October 19, 2017) Attorney's fees -- Contingency fee multiplier -- The application of a contingency fee multiplier to an award of attorney's fees to a prevailing party is not limited to "rare" and "exceptional" circumstances -- Trial court properly applied 2.0 contingency fee multiplier to award of attorney's fees to insureds that prevailed in action against insurer upon finding that relevant market required contingency fee multiplier for insureds to obtain competent counsel, that insureds' attorney could not have mitigated the risk of nonpayment, that case was a complex commercial case, and that likelihood of success at the outset was even at best.

Altman Contractors, Inc. v. Crum & Forster Specialty Insurance Company. 42 Fla. L. Weekly S960b (Supreme Court of Florida, December 14, 2017) Commercial general liability -- Construction defects -- Invocation of insurer's duty to defend insured general contractor in action alleging construction defects -- For purpose of policy provision that insurer has duty to defend insured against any "suit" seeking damages, the notice and repair process set forth in Chapter 558, Florida Statutes (Construction Defects) is a suit because the Chapter 558 presuit process is an "alternative dispute resolution proceeding" as included in the policy's definition of a "suit".

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