



**JIMMY PATRONIS**  
FLORIDA'S CHIEF FINANCIAL OFFICER

## Civil Remedy Notice of Insurer Violations

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**Filing Number: 697450**  
**Filing Accepted: 6/1/2023**

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### Complainant

Last/Business Name \* POLYANSKY First Name DAVID AND KIRSTEN  
Street Address \* 68 SOUTHPORT CV  
City, State Zip \* BONITA SPRINGS, FL 34134  
Email Address \* WITHHELD  
Complainant Type: \* Insured

### Insured

Last/Business Name \* POLYANSKY First Name DAVID AND KIRSTEN  
Policy # \* 707205 Claim # \* VY22-07205A-01

### Attorney

Attorney is Applicable

Last Name \* ZATIK First Name \* ALEX Initial  
Street Address \* 4000 HOLLYWOOD BLVD, STE 685-S  
City, State Zip \* HOLLYWOOD, FLORIDA 33021  
Email Address \* AZATIK@CASSEL.LAW

### Violation

Insurer Name \* VYRD INSURANCE COMPANY  
NAIC Company Code 17153

Name of individual responsible for violation (if any): \* CEHNOA MITCHELL-NEWMAN, CURTIS HUNT, AND ALL OTHER ADJUSTERS, SUPERVISORS, MANAGEMENT AND INDIVIDUALS ASSOCIATED WITH OR RETAINED BY VYRD INSURANCE COMPANY INVOLVED IN THIS CLAIM.

Type of Insurance \* Residential Property & Casualty

Reason for Notice \*

Claim Denial  
Claim Delay  
Unsatisfactory Settlement Offer  
Unfair Trade Practice  
Other : Violation of Adjusters' Ethical Requirements

\* Statutory provision(s) which the insurer allegedly violated.

- 624.155(1)(b)(1) Not attempting in good faith to settle claims when, under all the circumstances, it could and should have done so, had it acted fairly and honestly toward its insured and with due regard for her or his interests.
- 624.155(1)(b)(3) Except as to liability coverages, failing to promptly settle claims, when the obligation to settle a claim has become reasonably clear, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage.
- 626.9541(1)(i)(3)(a) Failing to adopt and implement standards for the proper investigation of claims.
- 626.9541(1)(i)(3)(c) Failing to acknowledge and act promptly upon communications with respect to claims.
- 626.9541(1)(i)(3)(d) Denying claims without conducting reasonable investigations based upon available information.
- 626.9541(1)(i)(3)(e) Failing to affirm or deny full or partial coverage of claims, and, as to partial coverage, the dollar amount or extent of coverage, or failing to provide a written statement that the claim is being investigated, upon the written request of the insured within 30 days after proof-of-loss statements have been completed.
- 626.9541(1)(i)(3)(f) Failing to promptly provide a reasonable explanation in writing to the insured of the basis in the insurance policy, in relation to the facts or applicable law, for denial of a claim or for the offer of a compromise settlement.
- 626.9541(1)(i)(4) Failing to pay undisputed amounts of partial or full benefits owed under first-party property insurance policies within 90 days after an insurer receives notice of a residential property insurance claim, determines the amounts of partial or full benefits, and agrees to coverage, unless payment of the undisputed benefits is prevented by an act of God, prevented by the impossibility of performance, or due to actions by the insured or claimant that constitute fraud, lac of cooperation, or intentional misrepresentation regarding the claim for which benefits are owed.

\* Specific policy language that is relevant to the violation.

Enter all words or phrases (one at a time) that should be used to filter.

The violations asserted herein regarding VYRD Insurance Company's bad faith actions are based heavily on the facts and circumstances asserted in the below section designated for same as well as violations of the portions of Florida Insurance Code and Florida Administrative Code upon which the bad faith statutes contained within Sections 624.155 & 626.9541 Florida Statutes, are based. With that said, the following policy language is relevant to VYRD Insurance Company's statutory violations and bad faith conduct: AGREEMENT In reliance on the information, you have given us, we agree to provide the insurance coverages indicated in the Policy Declarations. In return, you must pay the premium when due and comply with the policy terms and conditions and inform us within sixty (60) days of any change of ownership, title, use or occupancy of the "residence premises." COVERAGE A - Dwelling or Coverage B - Other Structures will be made payable to all persons, parties, and entities with an insurable interest in the property covered (including but not limited to, Named Insureds and mortgagees listed on the Declarations page of this Policy), and your "assignee(s)". In the event that any repair services were performed under the Our Option provision, we will pay the retained contractor directly for those services or part or portion of any services the retained contractor performs or provides. For all other claims payments, we will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable upon the earlier of the following: a. Twenty (20) days after we receive your proof of loss and reach written agreement with you; or b. Sixty (60) days after we receive your proof of loss; and (1) There is an entry of a final judgment; or (2) There is a filing of mediation settlement with us. c. Within ninety (90) days after we receive the notice of a property insurance claim from you, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control, which reasonably prevent such payment. Our failure to comply with this paragraph shall not form the sole basis for an action against us for breach of contract under this policy or for benefits under this policy.

\* Facts and circumstances giving rise to the violation. Enter all words or phrases (one at a time) that should be used to filter.

Form DFS-10-363, Rev. 10/14/2008, contains a field for the insureds to include their email addresses. Prior to filing the CRN, said form contains an instruction that, in the event the insureds do not wish for certain information to become part of the public record, the insureds must simply include the term "WITHHELD" to satisfy the filing requirement. This is further established through the following statement with appears on Civil Remedy Notices which have been filed: Warning! Information submitted as part of this civil remedy notice is a public record. Data entered into this form will be displayed on the DFS website for public review. Please DO NOT enter Social Security Numbers, personal medical information, personal financial information or any other information you do not want available for public review. As any information contained herein becomes part of the public record, the insureds have withheld their email addresses so as not to make same available for public review and indicated same accordingly. Furthermore, as the insureds are represented by counsel, it would be improper for any representative of VYRD Insurance Company to contact the insureds directly for any reason utilizing their email addresses and, as such, the information is neither material to VYRD Insurance Company's ability to correct the violations contained herein nor required by the Department of Financial Services. VYRD Insurance Company should direct all follow-up correspondences to the attorney listed above. Furthermore, as the above section requesting people with knowledge as to the allegations in the instant CRN often gets cut off, the following are those responsible for the violations alleged herein: Cehnoa Mitchell-Newman, Curtis Hunt, and all other adjusters, supervisors, management and individuals associated with or retained by VYRD Insurance Company involved in this claim. The facts and circumstances giving rise to the insurer's violation as the insureds understand them at this time: David Polyansky and Kirsten Polyansky (hereinafter the "insureds") purchased an all-risk property insurance policy, policy number 707205 (hereinafter the "Subject Policy") from VYRD Insurance Company (hereinafter "VYRD") which, at all times material hereto, provided property insurance for the property located at 68 Southport CV, Bonita Springs, FL 34134 (hereinafter the "Subject Property"). On or about September 28, 2022, Hurricane Ian, a covered cause of loss, caused direct physical loss and resultant ensuing damages to the Subject Property. The insureds timely notified VYRD of the loss. VYRD assigned claim number VY22- 07205A-01 to the loss (hereinafter the "claim") and assigned adjustment of the claim to Cehnoa Mitchell-Newman who, in turn, enlisted the assistance of Curtis Hunt, a field adjuster employed by VYRD, to perform an inspection of the Subject Property. On October 1, 2022, the insureds' adjuster sent a request for documents to the carrier. The request was for a full copy of the policy, the underwriting file, reserve audit reports, loss run report, estimates of damage for the loss, and correspondences to and from the insureds. The only document the carrier provided was the Subject Policy of insurance. On October 3, 2022, VYRD sent written correspondence to the insureds acknowledging receipt of the insureds' adjuster correspondence, the reporting of the loss and forthcoming assignment of an adjuster to the matter. On December 7, 2022, the carrier inspected the loss with Curtis Hunt of Field Pros Direct, a Georgia adjusting company. The estimate totals \$53,212.86, fails to account for the damages in accordance with the Subject Policy, the Florida Building Code, and applicable Florida law. On December 27, 2022, VYRD sent a correspondence to the insureds extending coverage for the loss consistent with the field adjuster's estimate, which fell below the applicable deductible of \$75,000.00. On January 3, 2023, the insureds' adjuster provided a detailed scope estimate and executed proof of loss to the carrier. On January 13, 2023, the insureds' adjuster reached out to VYRD in hopes of a resolution. No substantive response was received. On January 24, 2023, VYRD sent written correspondence to the insureds acknowledging receipt of the executed proof of loss in the amount of \$530,031.02. The scope of the proof of loss was supported by the detailed estimate from Florida Public Adjusters. The carrier provided that they do not agree with the amount of the damage being claimed, but did not provide any specifics as to what portion of the loss/estimate they were not in agreement with. On January 24, 2023, the insureds' adjuster reached out to VYRD in hopes of a resolution. No substantive response was received. On March 31, 2023, the insureds provided the roof replacement invoice to the carrier for a supplemental coverage and payment. To date, the carrier has failed to tender coverage in accordance with the same. In connection with the NOI, the insureds are providing an updated proof of loss that incorporates the out of pockets costs and proposals for the damages sustained from Hurricane Ian, as well as the adjuster's scope estimate. In review of the proposals, out of pocket costs, and insureds' adjuster's estimate, the insureds removed the roof (and associated items) and (cage) from the adjuster's estimate to avoid any overlap. If any overlap or duplication occurred it is not the intent of the insureds' to seek double recovery or misrepresent the same to the carrier. Through its actions/inactions as outlined above, subject to the facts and circumstances understood at this time, it has failed to indemnify the insured in accordance with the terms and conditions of the Subject Policy and governing Florida law. As such, litigation is ripe. Please note that the foregoing is a recitation of the acts and omissions of VYRD as understood by the insureds as of the date of filing. The insureds hereby reserve their right to present additional facts upon discovery of same. Through its actions/inactions, subject to the facts and circumstances understood at this time as outlined herein, VYRD has violated the following sections of Florida Statutes: §624.155(1)(b)(1) Not attempting in good faith to settle claims when, under all circumstances, it could have and should have done so, had it acted fairly and honestly toward its Insured and with due regard. §624.155(1)(b)(3) Except as to liability coverages, failing to promptly settle claims, when the obligation to settle a claim has become reasonably clear, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage. §626.9541(1)(i)(3)(a) Failing to adopt and implement standards for the proper investigation of claims; §626.9541(1)(i)(3)(c) Failing to acknowledge and act promptly upon communications with respect to claims; §626.9541(1)(i)(3)(d) Denying claims without conducting reasonable investigations based upon available information; §626.9541(1)(i)(3)(e) Failing to affirm or deny full or partial coverage of claims, and, as to partial coverage, the dollar amount or extent of coverage, or failing to provide a written statement that the claim is being investigated, upon the written request of the insured within 30 days after proof-of-loss statements have been completed; §626.9541(1)(i)(3)(f) Failing to promptly provide a reasonable explanation in writing to the insured of the basis in the insurance policy, in relation to the facts or applicable law, for denial of a claim or for the offer of a compromise settlement; §626.9541(1)(i)(4) Failing to pay undisputed amounts of partial or full benefits owed under first-party property insurance policies within 90 days after an insurer receives notice of a residential property insurance claim, determines the amounts of partial or full benefits, and agrees to coverage, unless payment of the undisputed benefits is prevented by an act of God, prevented by the impossibility of performance, or due to actions by the insured or claimant that constitute fraud, lack of cooperation, or intentional misrepresentation regarding the claim for which benefits are owed. Additionally, through its actions/inactions, subject to the facts and circumstances understood at this time as outlined herein, VYRD has failed to comply with the following sections of Florida Administrative Code: 69B-220.201(3)(b) An adjuster shall treat all claimants equally. 69B-220.201(3)(b)(1) An adjuster shall not provide favored treatment to any claimant. 69B-220.201(3)(b)(2) An adjuster shall adjust all claims strictly in accordance with the insurance contract. 69B-220.201(3)(c) An adjuster shall not approach investigations, adjustments, and settlements in a manner prejudicial to the insured. 69B-220.201(3)(d) An adjuster shall make truthful and unbiased reports of the facts after making a complete investigation. 69B-220.201(3)(f) An adjuster, upon undertaking the handling of a claim, shall act with dispatch and due diligence in achieving a proper disposition of the claim. 69B-220.201(3)(k) An adjuster shall not undertake the adjustment of any claim concerning which the adjuster is not currently competent and knowledgeable as to the terms and conditions of the insurance coverage, or which otherwise exceeds the adjuster's current expertise. As a direct result of VYRD's actions, the insureds have sustained irreparable harm. Upon information and belief, the aforementioned actions complained of herein, among others, are effectuated by VYRD so often as to constitute a general business practice evidencing a motive to enhance VYRD's profits and cause a detrimental effect to its policyholders. VYRD clearly failed to adopt and implement standards for the proper investigations of claims. As a direct and proximate result of VYRD's handling of the claim, the insureds sustained extra-contractual damages, including, but not limited to, a public adjuster's fee and attorneys' fees and costs. VYRD's implemented claims programs and practices that were improper which directly resulted in additional losses to its insureds. VYRD, as part of its routine business pattern and practices, employs outcome-oriented adjusters/vendors/experts who purposely looked for ways to minimize coverage instead of affording coverage to its policyholders. In contrast to the legislative intent which motivated the enumeration of an insurance adjuster's responsibilities outlined in the Florida Administrative Code, the insureds were not afforded the professional duties entrusted and imposed on VYRD by the Public Trust. The outcome-oriented claim adjustment practices undertaken by VYRD led to VYRD's failure to adequately adjust the Claim. This notice is given in order to perfect the right to pursue the civil remedy authorized by Section 624.155, Florida Statutes, should VYRD fail to cure the violations set forth in this Civil Remedy Notice within the given cure period. In order to cure the defects outlined in this Civil Remedy Notice, VYRD must act as follows: immediately deliver payment of all insurance proceeds due and owing to the insureds which would reasonably place the Subject Property back in its pre-loss condition or, alternatively, if appraisal is or has been requested, complete the appraisal process and deliver payment of the executed award; deliver payment of additional living expenses due to the foreseeable requirement that same will be incurred; and keep the claim open for the adjustment of any supplemental claim and payment of any as of yet unincurred costs. If VYRD disagrees with the extent of the cure requested or asserts that the payment of any of the above cure categories may not be required, VYRD should cure to the extent it believes it must under the Subject Policy and governing laws to correct the allegations of bad faith contained herein. While it is not being requested as a cure for the bad faith alleged herein, the insureds remain willing to entertain any reasonable counteroffer of settlement.

Comments

Table with 3 columns: User Id, Date Added, Comment. Row 1: Tom@zinoberdiana.com, 07-31-2023, Alex Zatik, Esquire CASSEL & CASSEL P.A. 4000 Hollywood Blvd, Ste 685-S Hollywood, FL 33021 Re: Insured: David Polyansky Insurer: VYRD Insurance Company Filing No.: 697450 Claim No.: VY22-07205A-01 Policy No.: 707205 Date of Loss: September 28, 2022 Property 68 Southport Cv, Bonita Springs, FL 34134 Dear Sir or Madam: This correspondence shall serve as a formal response on behalf of VYRD Insurance Company (hereinafter "VYRD") to the Civil Remedy Notice of Insurer Violation (hereinafter "Notice") filed by Insured, David Polyansky, and his wife, Kirsten Polyansky (hereinafter "Complainants"), that was accepted by the Department of Financial Services (hereinafter "Department") on June 1, 2023. The Department's Filing Number is 697450. I. The Notice fails to satisfy the requirements of Florida law and should be rejected. As to the content of the Notice, it is important to note that the Notice fails to comply with the specific requirements mandated by Florida Statutes § 624.155. As such, the Notice should be rendered null and void, and should be rejected by the Department. Specifically, the Notice fails to comply with Florida Statute § 624.155(3)(b)(4), which requires that the Notice state, with specificity, the specific policy language that is deemed to be violated. Rather than complying with this requirement, the Notice quotes entire provisions without providing any context how said provisions were violated. Instead, the Notice includes commentary based on unsupported, conclusory accusations, and inaccurate statements of facts cast in the light most favorable to the Complainants and their representatives. Finally, it is of primary importance to VYRD that it is provided an opportunity to respond to the concerns of its policyholders. Instead, the Notice in this matter provides nothing more than general statements regarding statutes and rules applicable to the investigation of insurance claims and unsupported allegations that purportedly support the incorrect notion that VYRD adjusted the Complainants' claim in bad faith. The deficiencies in this Notice preclude VYRD from providing an adequate response as provided for in § 624.155, Florida Statutes. Therefore, VYRD requests that the Department reject the Notice as a result of the deficiencies noted hereinabove. II. Despite the deficiencies, VYRD denies all allegations contained in the Notice. Notwithstanding the deficiencies in the Notice, VYRD denies it committed the acts and violated the statutes cited in the Notice. VYRD hereby denies each and every allegation contained i

the Notice, either explicitly or implicitly, and denies any wrongdoing in the handling of this matter. VYRD has acted fairly and with due diligence throughout the entire investigation and handling of this claim. To the extent that this reply does not fully address and respond to the allegations set forth by the Notice, such deficiency is the direct result of the lack of specificity and the overall vague nature of the allegations therein. VYRD denies each and every allegation contained in the Civil Remedy Notice and responds to them individually as follows: The Complainants list five (5) reasons for submitting the Notice which is: (1) Claim Denial; (2) Claim Delay; (3) Unsatisfactory Settlement Offer; (4) Unfair Trade Practice; and (5) Violation of Adjusters' Ethical Requirements. As indicated in detail below, the Notice fails to establish or set forth any specific facts that would support the allegations asserted in the support of the perceived violations. Specifically, VYRD responds as follows: Claim Denial: This allegation is without basis and therefore denied. In its pursuit of coverage, VYRD undertook a detailed inspection and investigation of the claim, which was performed at significant expense to VYRD. After all of the facts were gathered, and the investigation was completed, VYRD reviewed all of the evidence available to it in concert with the policy of insurance. The facts indicated that there was partial coverage provided by the policy, but that said coverage did not exceed the Complainants' Hurricane Deductible. A letter was issued advising the Complainants of same. Moreover, claim denial, in and of itself, is not a valid reason for filing a Civil Remedy Notice. Claim Delay: This allegation is without basis and therefore denied. At all times material to this claim, VYRD acted timely, diligently, and responsibly in its pursuit of coverage. Any perceived delays alleged in the Notice are not due to the actions of VYRD, nor did VYRD have control over any actions causing any perceived delay. Complainants allege that the Date of Loss in question is September 28, 2022, with a first notice of loss to VYRD on or about October 1, 2022. VYRD immediately began its investigation of the claim. VYRD then issued its Coverage Determination Letter on December 27, 2022. That is squarely within the 90-day period to adjust claims under Florida Statutes. Additionally, claim delay, in and of itself, is not a valid reason for filing a Civil Remedy Notice. Unsatisfactory Settlement Offer: This allegation is wholly without basis in law or facts and is therefore denied. VYRD performed a detailed and thorough investigation of the claim and found that the claimed damages were covered pursuant to the terms and conditions of the subject policy. Complainants disagree with VYRD's payment amount of the claim, which in and of itself is not a valid reason for filing a Civil Remedy Notice. Unfair Trade Practice: This allegation is wholly without basis in law or fact and is therefore denied. Counsel for the Complainants should immediately withdraw this allegation from the Notice as it cannot be established by any credible evidence. At all times material to this claim, VYRD acted in good faith towards its insureds, as it does on every claim. Alleged Statutory Violations: The Complainants list eight (8) statutory provisions which have allegedly been violated by VYRD. In response, VYRD denies each of the allegations as all are wholly without merit, and responds as follows: • 624.155(1)(b)(1): Denied. At all times material to this claim, VYRD acted fairly and honestly towards the Complainants and with due regard for their interests. VYRD engaged in a thorough investigation of the subject claim. At no time has VYRD acted dishonestly or unfairly toward the Complainants and/or their representatives. All actions have been performed in good faith for the purpose of moving the claim towards a just and equitable resolution. • 624.155(1)(b)(3): Denied. The Complainants should immediately withdraw this allegation from the Notice as it cannot be established by any credible evidence. Claims were not made under separate coverages under the policy to which this statutory provision could be applied. At no time did VYRD fail to promptly settle one portion in order to influence settlement of another portion of the claim. There are no facts or circumstances provided by the Complainants nor any evidence whatsoever in support of this allegation. • 626.9541(1)(i)(3)(a): Denied. The Complainants should immediately withdraw this allegation from the Notice as it cannot be established by any credible evidence. VYRD has always implemented standards for investigating and adjusting claims commensurate with the requirements of Florida Statutes, and it will continue to do so. All actions have been performed in good faith and for the purpose of moving the claim towards a just and equitable resolution. Absolutely no facts or circumstances supporting this allegation have been provided by the Complainants in the Civil Remedy Notice. • 626.9541(1)(i)(3)(c): Denied. The Complainants should immediately withdraw this allegation from the Notice as it cannot be established by any credible evidence. VYRD has always implemented standards for investigating and adjusting claims commensurate with the requirements of Florida Statutes, and it will continue to do so. All actions have been performed in good faith and for the purpose of moving the claim towards a just and equitable resolution. Absolutely no facts or circumstances supporting this allegation have been provided by the Complainants in the Civil Remedy Notice. • 626.9541(1)(i)(3)(d): Denied. The Complainants should immediately withdraw this allegation from the Notice as it cannot be established by any credible evidence. VYRD promptly and thoroughly investigated the claim and promptly provided a coverage determination detailing the facts and circumstances surrounding the claim while providing lengthy excerpts of the Policy to inform the Complainants the reasoning for VYRD's decision. Absolutely no facts or circumstances supporting this allegation have been provided by the Complainants in the Civil Remedy Notice. • 626.9541(1)(i)(3)(e): Denied. The Complainants should immediately withdraw this allegation from the Notice as it cannot be established by any credible evidence. VYRD promptly and thoroughly investigated the claim and promptly provided a coverage determination detailing the facts and circumstances surrounding the claim while providing lengthy excerpts of the Policy to inform the Complainants the reasoning for VYRD's decision. Absolutely no facts or circumstances supporting this allegation have been provided by the Complainants in the Civil Remedy Notice. • 626.9541(1)(i)(3)(f): Denied. The Complainants should immediately withdraw this allegation from the Notice as it cannot be established by any credible evidence. VYRD promptly investigated the claim and promptly provided a coverage determination detailing the facts and circumstances surrounding the claim while providing lengthy excerpts of the Policy to inform the Complainants of the reasoning for VYRD's decision. Absolutely no facts or circumstances supporting this allegation have been provided by the Complainants in the Civil Remedy Notice. • 626.9541(1)(i)(4): Denied. The Complainants should immediately withdraw this allegation from the Notice as it cannot be established by any credible evidence. VYRD has not engaged in any of the activities contemplated by this statute, and it is wholly inapplicable. Absolutely no facts or circumstances supporting this allegation have been provided by the Complainants in the Civil Remedy Notice. Alleged Violations of Policy Insurance: The Notice requires the Claimant to reference the specific policy language relevant to the violation. Rather than complying with this requirement, counsel for Claimant has vaguely referenced entire section titles of the subject policy that were alleged to have been violated. The Notice also fails to provide any factual basis to support the purported violation of the policy. Nonetheless, VYRD states with confidence that it acted promptly, fairly, and in good faith towards the Complainants at all times material to the adjustment and investigation of this claim. VYRD denies violating any provisions or duty set forth in the policy. Alleged Factual and Circumstantial Support for the Notice: The Notice requires the Claimant to "describe the facts and circumstances giving rise to the insurer's violation as you understand them at the time." In part, the Notice incorporates vague and unsubstantiated allegations which purportedly give rise to the violation. Therefore, these portions of the Notice should be dismissed for failure to properly complete the form pursuant to Florida Statute § 624.155, as the alleged violations are without basis in law or fact. The allegations set forth are so vague and non-specific that they fail to allow a reasonable response. Nevertheless, VYRD asserts that all action taken have been made entirely in good faith and for the purposes of fair, just, and timely disposition of this matter. The facts of this matter are clear. VYRD provided homeowners' insurance coverage to the Insured, David Polyansky ("Insured"), for the property located at 68 Southport Cv, Bonita Springs, FL 34134 (the "Insured Property") under the terms of policy number 707205 (the "Policy") with effective dates of September 25, 2022 to September 25, 2023. The Complainants reported the alleged damage on or about October 1, 2022, with a Date of Loss of September 28, 2022. VYRD immediately opened a claim and assigned Claim Number VY22-07205A-01 (the "Claim"). The Complainants claim that VYRD's estimate "fails to account for the damages in accordance with the Subject Policy, the Florida Building Code and applicable Florida law." This is a gross mischaracterization of the facts and VYRD vehemently denies these allegations. VYRD retained two Independent Field Adjusters, and an Independent Roof Inspector to inspect the subject property. These Independent Field Adjusters observed various damages to the interior and exterior of the home. The Independent Roof Inspector did not observe storm-related damage to the roof. An estimate was created for damage to all exteriors as well as the noted interior damages; however, this estimate, totaling \$53,212.86 (RCV), did not exceed the Insured's \$75,000 Hurricane Deductible. VYRD then informed the Complainants of same and issued its Coverage Determination Letter delineating same. This correspondence is dated December 27, 2022. VYRD investigated this loss in good faith and at great cost to VYRD. The Complainants disagree with the amounts offered, which in and of itself is not a valid reason for bringing a Civil Remedy Notice. The Complainants next claim that VYRD "provided that they do not agree with the amount of the damage being claimed [in the sworn proof of loss], but did not provide any specifics as to what portion of the loss/estimate they were not in agreement with." Again, this is a gross mischaracterization of the facts and plainly untrue. VYRD received the Complainants' Sworn Statement in Proof of Loss, totaling \$530,031.03, on January 3, 2023. After careful review of the Complainants' sworn proof of loss and supporting estimate, VYRD sent correspondence to the Complainants and Complainants' Public Adjuster rejecting same and delineating extensive reasons as to why. This correspondence is dated January 24, 2023. VYRD rejects this allegation wholeheartedly. Based on the facts presented in detail above, VYRD wholly denies the Complainants' allegations contained within the Notice, and in support thereof asserts that it acted in accordance with Florida law, its policy of insurance, and in good faith towards the Complainants and their representatives, as well as other VYRD policyholders. III. Demands to Cure Defects Finally, the Notice requests that in order to cure the alleged violations, VYRD must: immediately deliver payment of all insurance proceeds due and owing to the insureds which would reasonably place the Subject Property back in its pre-loss condition or, alternatively, if appraisal is or has been requested, complete the appraisal process and deliver payment of the executed award; deliver payment of additional living expenses due to the foreseeable requirement that same will be incurred; and keep the claim open for the adjustment of any supplemental claim and payment of any as of yet unincurred costs. Once again, VYRD asserts that it engaged in a thorough investigation of the subject claim and incurred a significant expense in doing so. As such, no additional payment is due and owing to the Insured. IV. Conclusion In closing, VYRD believes that the Civil Remedy Notice does not comply with § 624.155, Fla. Stat., and should therefore be rejected and returned by the Department of Financial

Services due to its failure to comply with § 624.155, Fla. Stat., and Florida case law. Regardless of the lack of compliance, VYRD denies all allegations contained in the Civil Remedy Notice and submits there are no violations. VYRD denies all the allegations contained in the Civil Remedy Notice and notes that the Notice is riddled with inaccuracies. Due to the lack of any facts or circumstances to support such allegations, we request, through this response, that the Department of Financial Services return the Notice for lack of specificity in accordance with Florida Statutes. While this response is meant to be comprehensive, VYRD's response above is based upon limited information provided in the Civil Remedy Notice and the information we have to date. If the Complainants feel that we are not in possession of all the facts, please inform us immediately. Please note that VYRD's response is not necessarily exhaustive and does not preclude us from asserting any other valid reason for the lack of compliance with Fla. Stat. § 624.155. Also, this letter, or any act or failure to act on the part of VYRD or any agent or representative of VYRD should not be construed as a waiver of any rights or defenses, including but not limited to proper notice and service by the Complainants, available to it by contract or at law as all such rights and defenses are hereby specifically reserved. We trust that this response addresses the allegations of insurer violation alleged in the Civil Remedy Notice of Insure Violation. Should you have any questions regarding this matter or need anything further, please do not hesitate to contact the undersigned. Best regards, Ashley N. Hart, Esq. AHart@zinoberdiana.com

**Acknowledgement**

\* The submitter hereby states that this notice is given in order to perfect the rights of the person(s) damaged to pursue civil remedies authorized by Section 624.155, Florida Statutes.

Before submitting a Notice using this system, please verify that all text has been entered correctly and completely. Once the Notice has been submitted, the text cannot be changed or deleted.