

Florida Office of Insurance Regulation
Catastrophic Event Data Reporting and Analysis
Data Collection Form Number: OIR-DO-1681, (rev. 07/2015)
If you have any questions during your submission process, please contact
DisasterReporting@flor.com

Overview

Section 624.307, FS, establishes the authority of the Office of Insurance Regulation (Office) to “collect, propose, publish, and disseminate information relating to the subject matter of any duties imposed upon it by law.”

Pursuant to Sections 624.319, 688.002(4), 815.04(3) and 815.045, FS, information and data submitted on this form are confidential (i.e., financial information, proprietary information and/or trade secret material) and shall be disclosed to other state insurance regulators or state and federal regulatory bodies only if necessary to further the regulatory authority of the entity seeking that confidential information and data. Further, such disclosure shall be made only if the entity to which disclosure is made has the legal authority necessary to protect from disclosure, and to otherwise preserve the confidential or protected nature of, the confidential information and data it receives. Pursuant to Section 815.045, FS, “trade secret information,” as defined in Section 812.081, FS, and as provided for in Section 815.04(3), FS, is confidential and exempt from the public records law. However, a claim that some portion of the information to be submitted to the Office pursuant to this rule is trade secret information shall not be a ground for any failure to submit the information required by this rule. Failure to submit information as required shall be a violation of the Insurance Code and shall subject the required submitting entity to sanctions. If a public records request is made to the Office and if the Office determines that a response would make available information which the submitter has indicated is “trade secret information,” the Office will notify the required submitting entity to determine if the information should still be protected as trade secret information.

The required submitting entity should be prepared to take formal measures to protect any information which the required submitting entity maintains should be protected as trade secret information. For every information submittal of this form, any claim of trade secret information must take the following form:

(a) Each document claimed to contain trade secret information shall be marked in such a way as the form allows; and

(b) For every submittal for which a claim is made that such submittal contains trade secret information, the submitter shall additionally include a separate document titled “Trade Secret Affidavit”. A Trade Secret Affidavit is required for each document for which trade secret is claimed, and the affidavit must identify each document and each page of a document claimed to contain trade secret information and for each claim of trade secret information must specify the detailed factual basis on which each such claim is made using the “Trade Secret Affidavit” component in the Office’s Data Collection and Analysis Modules (DCAM) filing system.

Each submission must be made on an individual basis. Combined or consolidated reports will not be accepted.

Rule 690-142.015(1), FAC, implements the collection of the data required by the OIR-DO-1681 data collection form utilizing the Office’s DCAM electronic data filing system. DCAM is located at <https://apps8.fldfs.com/DCAM/Logon.aspx>. Create or use an existing iPortal or DCAM account, subscribe to your company under “Setup”, and select “Create New Filing” to begin the filing process.

Use of DCAM for the submission of this data reporting form is only authorized upon the issuance of an Emergency Order by the Office as outlined in Rule 690-142.015(1), FAC. Per the Emergency Order, another form may be required for frequent reporting by the announced due dates; the OIR-DO-1681 may be required at a later date.

Required Filers and General Reporting Definitions

All entities writing direct premiums in Florida and authorized, approved or otherwise eligible to provide the coverages indicated below are required to submit the following data as instructed by the Office’s Emergency Order(s) associated with this event:

1. Providing coverages as defined in Sections 627.4025(1) and 215.555(2)(c), FS.
2. Providing the following non-residential property coverages, where *hurricane loss is not specifically excluded* in the policy’s outline of coverage:
 - a. Private Passenger Auto Physical Damage
 - b. Commercial Auto Physical Damage
 - c. Commercial Property, including Fire and Allied Lines
 - d. Commercial Multiple Peril, including Commercial Farm and Ranch
 - e. Farmowners Multiple Peril
 - f. Ocean Marine
 - g. Inland Marine
 - h. Aircraft
 - i. Boiler and Machinery

The lines of business specified in items 1 and 2 above are to be consistent with the general definitions provided by the National Association of Insurance Commissioners (NAIC) at http://www.naic.org/documents/industry_ucaa_lines_of_business_matrix.pdf. For your convenience, the following grid shows the relationship between the data definitions discussed above, Annual Financial Statement Line and Definitions, and the Florida Office of Insurance Regulation Product Review Product Name. It is the “CEDRA Reporting Category” that is used on the data template portion of this form.

CEDRA Reporting Category	Annual Financial Statement Line and Definition	NAIC Uniform Product Coding Matrix Definition	FL OIR Product Review Product Name
Personal Residential: Dwelling - Fire	Line 01 - Fire: Coverage protecting the insured against the loss to real or personal property from damage caused by the peril of fire or lightning, including business interruption, loss of rents, etc.	<p>Personal: Property insurance coverage sold for personal, family or household purposes.</p> <p>Property (Fire) : Coverage protecting the insured against loss or damage to real or personal property from a variety of perils, including, but not limited to, fire, lightening, business interruption, loss of rents, etc.</p>	<ul style="list-style-type: none"> ▪ Property / Personal (Dwelling Fire)
Personal Residential: Dwelling - Allied Lines	Line 02.1 - Allied lines: Coverages which are generally written with property insurance, e.g., glass, tornado, windstorm and hail; sprinkler and water damage; explosion, riot, and civil commotion; growing crops; flood; rain; and damage from aircraft and vehicle, etc.	<p>Personal: Property insurance coverage sold for personal, family or household purposes.</p> <p>Property (Allied Lines) : Coverage protecting the insured against loss or damage to real or personal property from a variety of perils, including, but not limited to, fire, lightening, business interruption, loss of rents, glass breakage, tornado, windstorm, hail, water damage, explosion, riot, civil commotion, rain, or damage from aircraft or vehicles.</p>	<ul style="list-style-type: none"> ▪ Property / Personal (Dwelling Fire)
Personal Residential - Farmowners	Line 03 - Farmowners multiple peril: A package policy for farming and ranching risks, similar to a homeowners policy that has been adopted for farms and ranches and includes both property and liability coverages for personal and business losses. Coverages include farm dwellings and their contents, barns, stables, other farm structures and farm inland marine, such as mobile equipment and livestock.	<p>Farmowners Multi-Peril: Farmowners insurance sold for personal, family or household purposes. This package policy is similar to a homeowners policy, in that it has been developed for farms and ranches and includes both property and liability coverage for personal and business losses. Coverage includes farm dwellings and their contents, barns, stables, other farm structures and farm inland marine, such as mobile equipment and livestock.</p>	<ul style="list-style-type: none"> ▪ Farmowners Multi-Peril
Personal Residential - Owner Occupied	Line 04 - Homeowners multiple peril: A package policy combining broad property coverage for the personal property and/or structure with broad personal liability coverage. Coverage applicable to the dwelling, appurtenant structures, unscheduled personal property and additional living expenses are typical. Includes mobile homes at a fixed location.	<p>Homeowners Multi-Peril: A package policy combining real and personal property coverage with personal liability coverage. Coverage applicable to the dwelling, appurtenant structures, unscheduled personal property and additional living expense are typical. Includes mobile homes at a fixed location.</p> <ul style="list-style-type: none"> ▪ Owner Occupied: Homeowners insurance sold to owners occupying the described property. ▪ Condos: Homeowners insurance sold to condominium owners occupying the described property. ▪ Mobile Homes: Homeowners insurance sold to owners occupying the described mobile home. ▪ Tenants: Homeowners insurance sold to tenants occupying the described property. 	<ul style="list-style-type: none"> ▪ Homeowners Multi-Peril
Personal Residential - Condos			
Personal Residential - Mobile Homes			
Personal Residential - Tenants			

CEDRA Reporting Category	Annual Financial Statement Line and Definition	NAIC Uniform Product Coding Matrix Definition	FL OIR Product Review Product Name
Commercial Residential: Dwelling - Fire (Condo Associations Only)	Line 01 - Fire: Coverage protecting the insured against the loss to real or personal property from damage caused by the peril of fire or lightning, including business interruption, loss of rents, etc.	Commercial: Property insurance coverage sold to commercial ventures.	<ul style="list-style-type: none"> ▪ Property / Commercial Residential - Condo Assn Only
Commercial Residential: Dwelling - Fire (Excluding Condo Associations)		Property (Fire) : Coverage protecting the insured against loss or damage to real or personal property from a variety of perils, including, but not limited to, fire, lightning, business interruption, loss of rents, etc.	<ul style="list-style-type: none"> ▪ Property / Commercial Residential (Excluding Condo Assn)
Commercial Non-Residential: Fire			<ul style="list-style-type: none"> ▪ Property / Commercial Non-Residential
Commercial Residential: Dwelling - Allied Lines (Condo Associations Only)	Line 02.1 - Allied lines and Line 02.2 - Multiple peril crop: Coverages which are generally written with property insurance, e.g., glass, tornado, windstorm and hail; sprinkler and water damage; explosion, riot, and civil commotion; growing crops; flood; rain; and damage from aircraft and vehicle, etc.	Commercial: Property insurance coverage sold to commercial ventures.	<ul style="list-style-type: none"> ▪ Property / Commercial Residential - Condo Assn Only
Commercial Residential: Dwelling - Allied Lines (Excluding Condo Associations)		Property (Allied Lines): Coverage protecting the insured against loss or damage to real or personal property from a variety of perils, including, but not limited to, fire, lightning, business interruption, loss of rents, glass breakage, tornado, windstorm, hail, water damage, explosion, riot, civil commotion, rain, or damage from aircraft or vehicles.	<ul style="list-style-type: none"> ▪ Property / Commercial Residential (Excluding Condo Assn)
Commercial Non-Residential: Allied Lines		Crop: Coverage protecting the insured against loss or damage to crops from a variety of perils, including but not limited to fire, lightning, loss of revenue, tornado, windstorm, hail, flood, rain, or damage by insects.	<ul style="list-style-type: none"> ▪ Property / Commercial Non-Residential
Commercial Allied Lines: Time Element			<ul style="list-style-type: none"> ▪ Allied Lines / Time Element - Business Interruption
Commercial Crop			<ul style="list-style-type: none"> ▪ Multi-Peril Crop (Crop Hail)
Commercial Residential: CMP (Condo Associations Only)	Line 05.1 - Commercial multiple peril (non-liability portion): A contract for a commercial enterprise, which packages two or more insurance coverages protecting an enterprise from various property and liability, risk exposures. Frequently includes fire, allied lines, various other coverages (e.g., difference in conditions) and liability coverage (such coverages would be included in other annual statement lines, if written individually). Include multi-peril policies (other than farmowners, homeowners and automobile policies) that include coverage fro liability other than auto.	Commercial Multiple Peril: The policy packages two or more insurance coverages protecting an enterprise from various property and liability risk exposures. Frequently includes fire, allied lines, various other coverages (e.g., difference in conditions) and liability coverage. Such coverages would be included in other annual statement lines, if written individually. Include under this type of insurance multi-peril policies (other than farmowners, homeowners and automobile policies) that include coverage for liability other than auto.	<ul style="list-style-type: none"> ▪ CMP / Indivisible Pkg / Residential - Condo Assn ▪ CMP / Divisible Pkg / Residential - Condo Assn
Commercial Residential: CMP (Excluding Condo Associations)			<ul style="list-style-type: none"> ▪ CMP / Indivisible Pkg / Residential (Excludes Condo Assns) ▪ CMP / Divisible Pkg / Residential (Excludes Condo Assns)
Commercial Non-Residential: CMP		<ul style="list-style-type: none"> ▪ Non-Liability Portion: Absence of a responsibility to fulfill a contract or obligation. ▪ Builders' Risk Policies: Typically written on a reporting or completed value form, this coverage insures against loss to buildings in the course of construction. The coverage also includes machinery and equipment used in the course of construction and to materials incidental to construction. ▪ Businessowners: The Businessowners (BOP) provides a broad package of property and liability coverages for small and medium sized apartment buildings, offices, and retail stores. ▪ Commercial Package Policy: The Commercial Package Policy (CPP) provides a broad package of property and liability coverages for commercial ventures other than those provided insurance through a businessowners policy. (The older special multi peril programs (SMP) also use this code.) ▪ Manufacturers Output Policies: Provides broad form all risks coverage of personal property of an insured manufacturer that is located away from the premises of the manufacturer at the time of a claim. ▪ E-Commerce: Coverage for all aspects of E-Commerce Business. ▪ Commercial Farm and Ranch: A commercial package policy for farming and ranching risks that includes both property and liability coverage. Coverage includes barns, stables, other farm structures and farm inland marine, such as mobile equipment and livestock. ▪ Other CMP Policies: All other commercial multiple peril (CMP) insurance products. 	<ul style="list-style-type: none"> ▪ CMP / Indivisible Pkg / Non-Residential ▪ CMP / Divisible Pkg / Non-Residential

CEDRA Reporting Category	Annual Financial Statement Line and Definition	NAIC Uniform Product Coding Matrix Definition	FL OIR Product Review Product Name
Ocean Marine	Line 08 - Ocean Marine: Coverage for ocean and inland water transportation exposures; goods or cargoes; ships or hulls; earnings; and liability.	Ocean Marine: Coverage for ocean and inland water transportation exposures; goods or cargoes; ships or hulls; earnings; and liability.	<ul style="list-style-type: none"> ▪ Not applicable
Inland Marine	Line 09 - Inland Marine: Coverage for property that may be in transit, held by a bailee, at a fixed location, a movable good that is often at different locations (e.g., Homeowners Personal Property Floater) including items such as live animals, property with antique or collector's value, etc. This line also includes instrumentalities of transportation and communication, such as bridges, tunnels, piers, wharves, docks, pipelines, power and phone lines, and radio and television towers.	<p>Inland Marine: Coverage for property that may be in transit, held by a bailee, at a fixed location, or movable goods that are often at different locations (e.g., off-road constructions equipment), or scheduled property (e.g., Homeowners Personal Property Floater) including items such as live animals, property with antique or collector's value, etc. These lines also include instrumentalities of transportation and communication, such as bridges, tunnels, piers, wharves, docks, pipelines, power and phone lines, and radio and television towers.</p> <ul style="list-style-type: none"> ▪ Animal Mortality: Coverage that provides a death benefit to the owner of a policy in the event of the death of the insured livestock. ▪ Difference in Conditions (DIC): DIC is a special form of open-peril coverage written in conjunction with basic fire coverage and designed to provide protection against losses not reimbursed under the standard fire forms. ▪ EDP Policies: Coverage to protect against losses arising out of damage to or destruction of electronic data processing equipment and its software. ▪ Pet Insurance Plans: Veterinary care plan insurance policy providing care for a pet animal (e.g., dog or cat) of the insured owner in the event of its illness or accident. ▪ Other Commercial Inland Marine: All other inland marine coverage that is sold to commercial ventures. ▪ Other Personal Inland Marine: All other inland marine coverage that is sold for personal, family or household purposes. 	<ul style="list-style-type: none"> ▪ Inland Marine / Portion of a CPP Policy ▪ Inland Marine / Personal Boatowners ▪ Inland Marine / Personal Property Floater (Sch D Prop) ▪ Inland Marine / All Other Personal Inland Marine
Aircraft	Line 22 - Aircraft (all perils): Coverage for aircraft (hull) and their contents; aircraft owner's and aircraft manufacturers liability to passengers, airports and other third parties.	Aircraft: Coverage for aircraft (hull) and their contents; aircraft owners' and aircraft manufacturers' liability to passengers, airports and other third parties.	<ul style="list-style-type: none"> ▪ Not applicable
Boiler and Machinery	Line 27 - Boiler and Machinery: Coverage for the failure of boilers, machinery and electrical equipment. Benefits include: (i) property of the insured, which has been directly damaged by the accident; (ii) costs of temporary repairs and expediting expenses; and (iii) liability for damage to the property of others.	Boiler and Machinery: Coverage for the failure of boilers, machinery and other electrical equipment. Benefits include (i) property of the insured, which has been directly damaged by the accident; (ii) costs of temporary repairs and expediting expenses; and (iii) liability for damage to the property of others. Coverage also includes inspection of the equipment.	<ul style="list-style-type: none"> ▪ Boiler & Machinery

CEDRA Reporting Category	Annual Financial Statement Line and Definition	NAIC Uniform Product Coding Matrix Definition	FL OIR Product Review Product Name
Auto Physical Damage	<p>Lines 21.1 and 21.2 - Auto Physical Damage: Any motor vehicle insurance coverage (including collision, vandalism, fire and theft) that insures against material damage to the insured's vehicle. Commercial is defined as all motor vehicle policies that include vehicles that are used in connection with business, commercial establishments, activity, employment, or activities carried on for gain or profit..</p>	<p>Personal Auto: Privately owned motor vehicles and trailers for roads not owned or used for commercial purposes.</p> <ul style="list-style-type: none"> ▪ Private Passenger Auto (PPA): PPA filings that include singularly or in any combination coverage such as the following: Auto Liability, Personal Injury Protection (PIP), Medical Payments (MP), Uninsured/Underinsured (UM/UIM); Specified Causes of Loss, Comprehensive, and Collision. ▪ Motorcycle: Motorcycle filings that include singularly or in any combination coverage such as in the following: Motorcycle Liability, PIP, MP, UM/UIM, Specified Causes of Loss, Comprehensive, and Collision. ▪ Recreational Vehicle (RV): RV filings (including filings for Golf Carts) which include singularly or in any combination coverage such as the following: Auto Liability, PIP, MP, Uninsured Motorist and/or Underinsured Motorists (UM/UIM); Specified Causes of loss, Comprehensive, and Collision. <p>Commercial Auto: Coverage for motor vehicles owned by a business engaged in commerce that protects the insured against financial loss because of legal liability for motor vehicle related injuries, or damage to the property of others caused by accidents arising out of the ownership, maintenance, use, or care-custody & control of a motor vehicle.</p> <ul style="list-style-type: none"> ▪ Business Auto: Coverage for motor vehicles, other than those in the garage business, engaged in commerce. Business Auto filings include singularly or in any combination coverage such as the following: Auto Liability, PIP, MP, Uninsured Motorist and/or Underinsured Motorists (UM/UIM); Specified Causes of Loss, Comprehensive, and Collision ▪ Garage: Garage auto filings pertaining to auto dealers and to auto non-dealers (auto repair shops, auto service stations, parking garages, and similar risks). Garage filings include singularly or in any combination coverage such as the following: Garage Liability, Garagekeepers Legal Liability, PIP, MP, UM/UIM; Specified Causes of Loss, Comprehensive, and Collision. ▪ Truckers: Coverage for persons or organizations engaged in the business of transporting property by auto for hire, including coverage of the specialized liability exposure created by trailer interchange agreements. <p>Mobile Homes under Transport: Mobile Homes while under transport for personal or commercial use</p>	<ul style="list-style-type: none"> ▪ PPA / Private Passenger Types (Autos Only) ▪ PPA / Private Passenger Types (Autos+MC/MH/Antique) ▪ PPA / Motorcycles Only ▪ PPA / Recreational Vehicles or Motor Homes Only ▪ PPA / Antique / Classic Only ▪ PPA Physical Damage Only ▪ Commercial Auto / Trucking/Hauling ▪ Commercial Auto / Garages ▪ Commercial Auto / Public Autos ▪ Commercial Auto / Business Auto ▪ Commercial Auto / Other Commercial Auto ▪ Commercial Auto Physical Damage Only ▪ Mobile Home Physical Damage

The Office may perform a reasonability validation of the residential reporting collected with this form and the data submitted by your company in the "Commercial and Personal Residential Property Supplemental Quarterly Report" (QUASR) system as defined in Section 624.424(10), FS, and Rule 690-137.009, FAC.

For the purposes of this reporting, the following definitions, as provided in Section 627.4025(2), FS, are to be used.

- (a) "Hurricane Coverage" is coverage for loss or damage caused by the peril of windstorm during a hurricane. The term includes ensuing damage to the interior of a building, or to property inside a building, caused by rain, snow, sleet, hail, sand, or dust if the direct force of the windstorm first damages the building, causing an opening through which rain, snow, sleet, hail, sand, or dust enters and causes damage.
- (b) "Windstorm" for purposes of paragraph (a) means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a hurricane which results in direct physical loss or damage to property.
- (c) "Hurricane" for purposes of paragraphs (a) and (b) means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service. The duration of the hurricane includes the time period, in Florida:
 1. Beginning at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
 2. Continuing for the time period during which the hurricane conditions exist anywhere in Florida; and
 3. Ending 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

Required Data Elements

All numeric values are to be whole numbers unless otherwise indicated on the reporting form.

When required by Emergency Order, the CEDRA reporting module will be available within the DCAM filing system.

"Data filing" means reporting entity has received property claims from the DISASTER EVENT.

"No data filing" means the reporting entity has no property exposure in Florida, or, the reporting entity has property exposure in Florida but has received no property claims as a result of the DISASTER EVENT.

Contact Information			VALIDATION CHECKS
THIS IS REQUIRED INFORMATION that is to be provided each time the data template is submitted to the Office of Insurance Regulation.			Required Data Field Complete?
<i>Be sure to verify the cells we have pre-filled - they must be accurate!</i>			
Line Number	Description	Responses	
1	Please provide the name of the individual responsible for the coordination and submission of the requested information		FALSE
2	What is her or his email address?		FALSE
3	What is the best number where she or he can be reached?		FALSE
4	What is the Company's name?		FALSE
5	What is the Company's NAIC Code ("00000" if no NAIC Code exists)		FALSE
6	What is the Florida Company Code?		FALSE
7	What is the Company's FEIN?		FALSE
<p>CHOOSE EVENT IN MENU BELOW</p> <div style="border: 1px solid black; width: 300px; height: 20px; margin: 0 auto;"></div>			

Section A: Aggregate Information

THIS IS REQUIRED INFORMATION that is to be provided each time the CEDRA data template is submitted to the Office of Insurance Regulation.

**ROW
VALIDATIONS**

Line Number	Description	Responses	Validation Checks
1	Confirm Reporting Event		FALSE
2	GROSS OF REINSURANCE: Dollar amount of Estimate Gross Payable Loss from Event (in whole dollars)		FALSE
3	Projected Net Retention Resulting from the Event (in whole dollars)		FALSE
4	Dollar amount of Estimated Gross Payable Loss from Event covered by Reinsurance or Other Loss-Transfer Agreements (in whole dollars)		FALSE
5	Name and Version of Model Used for Financial Projections		FALSE

DISASTER EVENT (SELECTED ON CONTACTS TAB)

This Page is Not Trade Secret

Change Setting Above for Trade Secret

Note above there is an option to select trade secret. This is done by clicking on the down-arrow that appears when the box is selected, then choosing "Trade Secret Information on this Page". To qualify for trade secret protection, the filer must comply with the provisions of Sec. 624.4213, F.S. These requirements include properly filing a trade secret affidavit in the appropriate filing component designed for this purpose. Regardless of trade secret status, all filings may be part of post-event aggregate reporting.

Section B: Mobile Response Unit Contact Information
THIS IS REQUIRED INFORMATION that is to be provided each time the CEDRA data template is submitted to the Office of Insurance Regulation.

ROW VALIDATIONS

Section B: Mobile Response Unit Contact Information										
Line Number	Contact Person (Last Name)	Contact Person (First Name)	Street Address, Suite #	City	State	Zip Code	Telephone	Cellular Phone	E-Mail Address	ARE ALL COLUMNS COMPLETE?
1										TRUE
2										TRUE
3										TRUE
4										TRUE
5										TRUE
6										TRUE
7										TRUE
8										TRUE
9										TRUE
10										TRUE

DISASTER EVENT (SELECTED ON CONTACTS TAB)

This Page is Not Trade Secret

Change Setting Above for Trade Secret

Section C: Claims and Payment by County of Occurrence

THIS IS REQUIRED INFORMATION that is to be provided each time the CEDRA data template is submitted to the Office of Insurance Regulation.

Line Number	Subsection C1: Please enter your Statewide totals meeting the criteria above:	Number of Claims Received	Payments Made to Date (in whole dollars)	Number of Open Claims	Number of Closed Non-Payment Claims	Number of Closed Payment Made Claims	Average Days to Close Claims (round to the nearest whole number)	Number of Open Claims - Open 30 Days or Less	Number of Open Claims - Between 31 And 60 Days	Number of Open Claims - Between 61 And 90 Days	Number of Open Claims - More Than 90 Days	Row Validations		
1		0	0	0	0	0	0	0	0	0	0	TRUE	TRUE	TRUE

Line Number	Subsection C2: Please redistribute the totals entered above into the associated County of Occurrence below:	County/Area of Emergency Declaration Indicator	Number of Claims Received	Payments Made to Date (in whole dollars)	Number of Open Claims	Number of Closed Non-Payment Claims	Number of Closed Payment Made Claims	Average Days to Close Claims (round to the nearest whole number)	Number of Open Claims - Open 30 Days or Less	Number of Open Claims - Between 31 And 60 Days	Number of Open Claims - Between 61 And 90 Days	Number of Open Claims - More Than 90 Days	Row Validations		
2	Alachua												TRUE	TRUE	
3	Baker												TRUE	TRUE	
4	Bay												TRUE	TRUE	
5	Bradford												TRUE	TRUE	
6	Brevard												TRUE	TRUE	
7	Broward												TRUE	TRUE	
8	Calhoun												TRUE	TRUE	
9	Charlotte												TRUE	TRUE	
10	Citrus												TRUE	TRUE	
11	Clay												TRUE	TRUE	
12	Collier												TRUE	TRUE	
13	Columbia												TRUE	TRUE	
14	Dade												TRUE	TRUE	
15	Desoto												TRUE	TRUE	
16	Dixie												TRUE	TRUE	
17	Duval												TRUE	TRUE	
18	Escambia												TRUE	TRUE	
19	Flagler												TRUE	TRUE	
20	Franklin												TRUE	TRUE	

(Middle of template has been removed to allow it to fit on one page)

62	Suwannee												TRUE	TRUE
63	Taylor												TRUE	TRUE
64	Union												TRUE	TRUE
65	Volusia												TRUE	TRUE
66	Wakulla												TRUE	TRUE
67	Walton												TRUE	TRUE
68	Washington												TRUE	TRUE
69	Multiple Florida Counties (This category only may be utilized for claims associated with the Subsections D2 Commercial coverages AND only after ever effort has been made to assign each claim to the specific county in which the loss occurred. Additional detail may be requested for each claim reported in this category.)												TRUE	TRUE

DISASTER EVENT (SELECTED ON CONTACTS TAB)

This Page is Not Trade Secret

Change Setting Above for Trade Secret

Section D must be completed for each County/Area of Emergency Declaration as indicated in Section C (Required)

Redistribute the County/Area totals to the right in Subsections D1 and D2 below. Line 2 is the sum of Lines 3-9. Line 10 is the sum of Lines 11-20. The sum of Lines 2 and 10 is to equal the totals on Line 1.

"Claims (2)" through "Claims (8)" are subsets of the data reported in "Claims (1)." Therefore, none of the numbers entered in "Claims (2)" through "Claims (8)" may NOT be greater than the number entered in "Claims (1)" Additionally, the sum of "Claims (2), (3), and (5) should equal the number in "Claims (1)."

"Payments (2)" through "Payments (8)" are subsets of the data reported in "Payments (1)." Therefore, none of the numbers entered in "Payments (2)" through "Payments (8)" may NOT be greater than the number entered in "Payments (1)". Additionally, the sum of "Payments (2), (3), and (4) should equal the number in "Payments (1)."

Subsection D3 is mutually exclusive of Section C data, and, therefore, is not included in he totals to the right. Line 21 is the sum of Lines 22-27.

Line Number	Report for County: NOT NAMED ON CONTACTS TAB	Number of Claims Received		VALIDATION CHECK		Payments Made to Date (in whole dollars)		VALIDATION CHECK		CLAIMS (1)		CLAIMS (2)		CLAIMS (3)		CLAIMS (4)		CLAIMS (5)		CLAIMS (6)		CLAIMS (7)		CLAIMS (8)		ROW VALIDATIONS			
		Claims (1)	Payments (1)	Claims (2)	Payments (2)	Claims (3)	Payments (3)	Claims (4)	Payments (4)	Claims (5)	Payments (5)	Claims (6)	Payments (6)	Claims (7)	Payments (7)	Claims (8)	Payments (8)	Claims	Payments										
1	[County/Area] Carry-over Totals as reported in Section C																												
2	Subsection D1: by Personal Residential Coverages	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	TRUE	TRUE
3	Personal Residential: Dwelling - Fire																											FALSE	FALSE
4	Personal Residential: Dwelling - Allied Lines																											FALSE	FALSE
5	Personal Residential: Farmowners																											FALSE	FALSE
6	Personal Residential: Owner Occupied																											FALSE	FALSE
7	Personal Residential: Condos																											FALSE	FALSE
8	Personal Residential: Mobile Homes																											FALSE	FALSE
9	Personal Residential: Tenants																											FALSE	FALSE
10	Subsection D2: by Commercial Coverages	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	TRUE	TRUE
11	Commercial Residential: Dwelling - Fire (Condo Associations Only)																											FALSE	FALSE
12	Commercial Residential: Dwelling - Fire (Excluding Condo Associations)																											FALSE	FALSE
13	Commercial Residential: Allied Lines (Condo Associations Only)																											FALSE	FALSE
14	Commercial Residential: Allied Lines (Excluding Condo Associations)																											FALSE	FALSE
15	Commercial Residential: CMP (Excluding Condo Associations)																											FALSE	FALSE
16	Commercial Non-Residential: Fire																											FALSE	FALSE
17	Commercial Non-Residential: Allied Lines																											FALSE	FALSE
18	Commercial Allied Lines: Time Element																											FALSE	FALSE
19	Commercial Non-Residential: CMP																											FALSE	FALSE
20	Commercial Non-Residential: CMP																											FALSE	FALSE
21	Subsection D3: by Other Coverages	0	\$0																									TRUE	TRUE
22	Commercial Crop																											FALSE	FALSE
23	Ocean Marine																											FALSE	FALSE
24	Inland Marine																											FALSE	FALSE
25	Aircraft																											FALSE	FALSE
26	Boiler and Machinery																											FALSE	FALSE
27	Auto Physical Damage (Includes Personal and Commercial Coverages)																											FALSE	FALSE

DISASTER EVENT (SELECTED ON CONTACTS TAB)

This Page is Not Trade Secret

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COUNTY (SELECTED ON CONTACTS TAB)

Section D must be completed for each County/Area of Emergency Declaration as indicated in Section C (Required)

Redistribute the County/Area totals to the right in Subsections D1 and D2 below. Line 2 is the sum of Lines 3-9. Line 10 is the sum of Lines 11-20. The sum of Lines 2 and 10 is to equal the totals on Line 1.

"Claims (2)" through "Claims (8)" are subsets of the data reported in "Claims (1)." Therefore, none of the numbers entered in "Claims (2)" through "Claims (8)" may NOT be greater than the number entered in "Claims (1)." Additionally, the sum of "Claims (2), (3), and (5) should equal the number in "Claims (1)."

"Payments (2)" through "Payments (8)" are subsets of the data reported in "Payments (1)." Therefore, none of the numbers entered in "Payments (2)" through "Payments (8)" may NOT be greater than the number entered in "Payments (1)." Additionally, the sum of "Payments (2), (3), and (4) should equal the number in "Payments (1)."

Subsection D3 is mutually exclusive of Section C data, and, therefore, is not included in the totals to the right. Line 21 is the sum of Lines 22-27.

Line Number	Report for County: NOT NAMED ON CONTACTS TAB	Number of Claims Received		VALIDATION CHECK		Payments Made to Date (in whole dollars)		VALIDATION CHECK													
1	[County/Area] Carry-over Totals as reported in Section C			TRUE				TRUE													
		Claims (1)	Payments (1)	Multi-Peril Coverages Including Wind Coverage		Excluding Wind Coverage		Providing Wind Only Coverage		Claims with Reserves Exceeding 50% of Structure Coverage and/or Claims determined to be a Total Loss, as applicable		Claims for Content Coverage		Claims for Additional Living Expenses or Business Interruption/Loss, as applicable		Claims under Law and Ordinance Coverages		ROW VALIDATIONS			
				Claims (2)	Payments (2)	Claims (3)	Payments (3)	Claims (4)	Payments (4)	Claims (5)	Payments (5)	Claims (6)	Payments (6)	Claims (7)	Payments (7)	Claims (8)	Payments (8)	Claims	Payments		
2	Subsection D1: by Personal Residential Coverages	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	TRUE	TRUE
3	Personal Residential: Dwelling - Fire																			FALSE	FALSE
4	Personal Residential: Dwelling - Allied Lines																			FALSE	FALSE
5	Personal Residential: Farmowners																			FALSE	FALSE
6	Personal Residential: Owner Occupied																			FALSE	FALSE
7	Personal Residential: Condos																			FALSE	FALSE
8	Personal Residential: Mobile Homes																			FALSE	FALSE
9	Personal Residential: Tenants																			FALSE	FALSE
10	Subsection D2: by Commercial Coverages	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	TRUE	TRUE

11	Commercial Residential: Dwelling - Fire (Condo Associations Only)																	FALSE	FALSE
12	Commercial Residential: Dwelling - Fire (Excluding Condo Associations)																	FALSE	FALSE
13	Commercial Residential: Allied Lines (Condo Associations Only)																	FALSE	FALSE
14	Commercial Residential: Allied Lines (Excluding Condo Associations)																	FALSE	FALSE
15	Commercial Residential: CMP (Condo Associations Only)																	FALSE	FALSE
16	Commercial Residential: CMP (Excluding Condo Associations)																	FALSE	FALSE
17	Commercial Non-Residential: Fire																	FALSE	FALSE
18	Commercial Non-Residential: Allied Lines																	FALSE	FALSE
19	Commercial Allied Lines: Time Element																	FALSE	FALSE
20	Commercial Non-Residential: CMP																	FALSE	FALSE
21	Subsection D3: by Other Coverages	0	\$0															TRUE	TRUE
22	Commercial Crop																	FALSE	FALSE
23	Ocean Marine																	FALSE	FALSE
24	Inland Marine																	FALSE	FALSE
25	Aircraft																	FALSE	FALSE
26	Boiler and Machinery																	FALSE	FALSE
27	Auto Physical Damage (Includes Personal and Commercial Coverages)																	FALSE	FALSE

DISASTER EVENT (SELECTED ON CONTACTS TAB)

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CHOOSE COUNTY IN MENU BELOW

Sections D4 through D8

Note: Section D must be completed for each County/Area of Emergency Declaration as indicated in Section C (Required)

Line Number	Report for County: NOT NAMED ON CONTACTS TAB	Personal Residential Coverages		Commercial Coverages		Validation Checks
		Claims (10)	Payments (10)	Claims (11)	Payments (11)	
28	[County] Carry-Over as reported in Subsections D1 and D2	0	0	0	0	
29	Subsection D4: by Deductibles	0	0	0	0	TRUE
30	In excess of 10% of policy limits for a home valued at less than \$500,000					FALSE
31	1% of policy limits					FALSE
32	2% of policy limits					FALSE
33	3% of policy limits					FALSE
34	5% of policy limits					FALSE
35	10% of policy limits					FALSE
36	Other specified deductibles not listed					FALSE
37	Subsection D5: by Insured Value	0	0	0	0	TRUE
38	\$150,000 or less					FALSE
39	Between \$150,001 and \$250,000					FALSE
40	Between \$250,001 and \$500,000					FALSE
41	Between \$500,001 and \$1,000,000					FALSE
42	Between \$1,000,001 and \$5,000,000					FALSE
43	Between \$5,000,001 and \$10,000,000					FALSE
44	More than \$10,000,001					FALSE
45	Subsection D6: by Claim Amount	0	0	0	0	TRUE
46	\$10,000 or less					FALSE
47	Between \$10,001 and \$25,000					FALSE
48	Between \$25,001 and \$50,000					FALSE
49	Between \$50,001 and \$100,000					FALSE
50	Between \$100,001 and \$250,000					FALSE
51	Between \$250,001 and \$500,000					FALSE
52	Between \$500,001 and \$1,000,000					FALSE
53	Between \$1,000,001 and \$5,000,000					FALSE
54	Between \$5,000,001 and \$10,000,000					FALSE
55	More than \$10,000,001					FALSE

On these two pages (this and next page), Parts 4 through 8 of Section D collect claims and payments by deductibles, insured values, claim amounts, and construction type.

56	Subsection D7: by Construction Type	0	0	0	0	TRUE
57	Frame					FALSE
58	Masonry Veneer					FALSE
59	Masonry					FALSE
60	Superior Masonry					FALSE
61	Mobile Homes Fully Tied Down -- Manufactured Prior to 7/13/94					FALSE
62	Mobile Homes Fully Tied Down -- Manufactured After to 7/13/94					FALSE
63	Mobile Homes Partially Tied Down					FALSE
64	Mobile Homes Not Tied Down					FALSE
65	High Rise (five or more stores excluding basements)					FALSE
66	Low Rise (four stories or less excluding basements)					FALSE
67	Modified Fire Resistive Construction (fire resistance rating or more than 1hr but less than 2hrs)					FALSE
68	Fire Resistive Construction (fire resistance rating of two hours or more)					FALSE
69	Frame Construction (includes brick veneer)					FALSE
70	Non-Combustible Construction (non-combustible walls, floors, and roof - includes both light and heavy steel construction)					FALSE
71	Non-Combustible Masonry Construction (masonry walls with non-combustible floors and roof - includes both reinforced masonry and non-reinforced masonry walls)					FALSE
72	Joisted Mason Construction (masonry walls with combustible loors and/or combustible roof - includes both reinforced masonry and non-reinforced masonry walls)					FALSE
73	Other construction types not listed					FALSE
74	Subsection D8: by Mitigation Credits	0	0	0	0	TRUE
75	Claims reported on policies where the insured receives mitigation credits					FALSE
76	Claims reported on policies where the insured receives NO mitigation credits					FALSE

DISASTER EVENT (SELECTED ON CONTACTS TAB)

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COUNTY (SELECTED ON CONTACTS TAB)

Useful Florida Statutes and Administrative Rules

Rule 690-142.015(1) Standardized Requirements Applicable to Insurers after Hurricanes or Natural Disasters

This rule adopts standardized requirements that may be applied to insurers as a consequence of a hurricane or other natural disaster. The Office is authorized to issue an Order or Orders deemed necessary to protect the health safety and welfare, activating the requirements herein, in whole or in part. An Order may be amended as deemed necessary to accommodate the particular circumstances of the specified hurricane or natural disaster. The following standardized provisions may be activated as provided herein:

(1) CLAIMS REPORTING REQUIREMENTS.

(a) All entities having direct premiums written in Florida; and authorized, approved, or otherwise eligible to provide the coverages indicated below in items 1. and 2. shall report the information required by Form OIR-DO-1681, "Catastrophic Event Data Reporting and Analysis", providing hurricane loss and associated exposure data within this state. The definitions of lines of business specified in items 1 and 2 above are to be consistent with the *Uniform Property & Casualty Product Coding Matrix* provided by the National Association of Insurance Commissioners (NAIC) at http://www.naic.org/documents/industry_rates_pc_matrix.pdf, which is herein incorporated by reference. The reporting shall be submitted with such frequency and for such areas as set forth in the Order activating this subsection and may be revised to reflect the phases of reporting necessary as set forth in form OIR-DO-1681. The applicable coverages are:

1. Those coverages as defined in Sections 627.4025(1) and 215.555(2)(c), F.S.
2. Other property coverages where hurricane loss is not specifically excluded in the policy's outline of coverage such as:
 - f. Private Passenger Auto Physical Damage
 - g. Commercial Auto Physical Damage
 - h. Commercial Property, including Fire and Allied Lines
 - i. Commercial Multiple Peril
 - j. Farmowners Multiple Peril
 - f. Ocean Marine
 - g. Inland Marine
 - h. Aircraft
 - i. Boiler and Machinery

(b) The following form-is hereby adopted and incorporated by reference:

1. OIR-DO-1681 (revised 05/2007), "Catastrophic Event Data Reporting and Analysis".
2. Copies of the form are available and may be printed from the Office's website: <http://www.flor.com/>.
3. All information shall be submitted electronically through <https://iportal.fldfs.com>.

Section 20.121(3)(a)1 The Office of Insurance Regulation, which shall be responsible for all activities concerning insurers and other risk bearing entities, including licensing, rates, policy forms, market conduct, claims, issuance of certificates of authority, solvency, viatical settlements, premium financing, and administrative supervision, as provided under the insurance code or chapter 636. The head of the Office of Insurance Regulation is the Director of the Office of Insurance Regulation, who may also be known as the Commissioner of Insurance Regulation.

Section 20.121(3)(c) Commission members shall serve as the agency head for purposes of rulemaking under ss. 120.536-120.565 by the commission and all subunits of the commission. Each director is agency head for purposes of final agency action under chapter 120 for all areas within the regulatory authority delegated to the director's office.

Section 215.555(2)(c) "Covered policy" means any insurance policy covering residential property in this state, including, but not limited to, any homeowner's, mobile home owner's, farm owner's, condominium association, condominium unit owner's, tenant's, or apartment building policy, or any other policy covering a residential structure or its contents issued by any authorized insurer, including the Citizens Property Insurance Corporation and any joint underwriting association or similar entity created pursuant to law. The term "covered policy" includes any collateral protection insurance policy covering personal residences which protects both the borrower's and the lender's financial interests, in an amount at least equal to the coverage for the dwelling in place under the lapsed homeowner's policy, if such policy can be accurately reported as required in subsection (5). Additionally, covered policies include policies covering the peril of wind removed from the Florida Residential Property and Casualty Joint Underwriting Association or from the Citizens Property Insurance Corporation, created pursuant to s. 627.351(6), or from the Florida Windstorm Underwriting Association, created pursuant to s. 627.351(2), by an authorized insurer under the terms and conditions of an executed assumption agreement between the authorized insurer and such association or Citizens Property Insurance Corporation. Each assumption agreement between the association and such authorized insurer or Citizens Property Insurance Corporation must be approved by the Office of Insurance Regulation prior to the effective date of the assumption, and the Office of Insurance Regulation must provide written notification to the board within 15 working days after such approval. "Covered policy" does not include any policy that excludes wind coverage or hurricane coverage or any reinsurance agreement and does not include any policy otherwise meeting this definition which is issued by a surplus lines insurer or a reinsurer. All commercial residential excess policies and all deductible buy-back policies that, based on sound actuarial principles, require individual ratemaking shall be excluded by rule if the actuarial soundness of the fund is not jeopardized. For this purpose, the term "excess policy" means a policy that provides insurance protection for large commercial property risks and that provides a layer of coverage above a primary layer insured by another insurer.

Section 120.536(1) A grant of rulemaking authority is necessary but not sufficient to allow an agency to adopt a rule; a specific law to be implemented is also required. An agency may adopt only rules that implement or interpret the specific powers and duties granted by the enabling statute. No agency shall have authority to adopt a rule only because it is reasonably related to the purpose of the enabling legislation and is not arbitrary and capricious or is within the agency's class of powers and duties, nor shall an agency have the authority to implement statutory provisions setting forth general legislative intent or policy. Statutory language granting rulemaking authority or generally describing the powers and functions of an agency shall be construed to extend no further than implementing or interpreting the specific powers and duties conferred by the same statute.

Section 624.03 "Insurer" includes every person engaged as indemnitor, surety, or contractor in the business of entering into contracts of insurance or of annuity.

Section 624.307

(1) The department and office shall enforce the provisions of this code and shall execute the duties imposed upon them by this code, within the respective jurisdiction of each, as provided by law.

(2) The department shall have the powers and authority expressly conferred upon it by, or reasonably implied from, the provisions of this code. The office shall have the powers and authority expressly conferred upon it by, or reasonably implied from, the provisions of this code.

OIR-DO-1681, (rev. 07/2015)

- (3) The department or office may conduct such investigations of insurance matters, in addition to investigations expressly authorized, as it may deem proper to determine whether any person has violated any provision of this code within its respective regulatory jurisdiction or to secure information useful in the lawful administration of any such provision. The cost of such investigations shall be borne by the state.
- (4) The department and office may each collect, propose, publish, and disseminate information relating to the subject matter of any duties imposed upon it by law.
- (5) The department and office shall each have such additional powers and duties as may be provided by other laws of this state.

Section 624.308

- (1) The department and the commission may each adopt rules pursuant to ss. 120.536(1) and 120.54 to implement provisions of law conferring duties upon the department or the commission, respectively.
- (2) In addition to any other penalty provided, willful violation of any such rule shall subject the violator to such suspension or revocation of certificate of authority or license as may be applicable under this code as for violation of the provision as to which such rule relates.

Section 624.319

- (1) The department or office or its examiner shall make a full and true written report of each examination. The examination report shall contain only information obtained from examination of the records, accounts, files, and documents of or relative to the insurer examined or from testimony of individuals under oath, together with relevant conclusions and recommendations of the examiner based thereon. The department or office shall furnish a copy of the examination report to the insurer examined not less than 30 days prior to filing the examination report in its office. If such insurer so requests in writing within such 30-day period, the department or office shall grant a hearing with respect to the examination report and shall not so file the examination report until after the hearing and after such modifications have been made therein as the department or office deems proper.
- (2) The examination report so filed is admissible in evidence in any action or proceeding brought by the department or office against the person examined, or against its officers, employees, or agents. In all other proceedings, the admissibility of the examination report is governed by the evidence code. The department or office or its examiners may testify and offer other proper evidence as to information secured or matters discovered during the course of an examination, regardless of whether a written report of the examination has been made, furnished, or filed in the department or office. The production of documents during the course of an examination or investigation does not constitute a waiver of the attorney-client or work-product privilege.
- (3)
 - (a)
 1. Examination reports, until filed, are confidential and exempt from s. 119.07(1).
 2. Investigation reports are confidential and exempt from s. 119.07(1) until the investigation is completed or ceases to be active.
 3. For purposes of this subsection, an investigation is active while it is being conducted by the department or office with a reasonable, good faith belief that it could lead to the filing of administrative, civil, or criminal proceedings. An investigation does not cease to be active if the department or office is proceeding with reasonable dispatch and has a good faith belief that action could be initiated by the department or office or other administrative or law enforcement agency. After an investigation is completed or ceases to be active, portions of the investigation report relating to the investigation remain confidential and exempt from s. 119.07(1) if disclosure would:
 - a. Jeopardize the integrity of another active investigation;
 - b. Impair the safety and financial soundness of the licensee or affiliated party;
 - c. Reveal personal financial information;
 - d. Reveal the identity of a confidential source;
 - e. Defame or cause unwarranted damage to the good name or reputation of an individual or jeopardize the safety of an individual; or
 - f. Reveal investigative techniques or procedures.
 - (b)
 1. For purposes of this paragraph, "work papers" means the records of the procedures followed, the tests performed, the information obtained and the conclusions reached in an examination or investigation performed under this section or ss. 624.316, 624.3161, 624.317, and 624.318. Work papers include planning documentation, work programs, analyses, memoranda, letters of confirmation and representation, abstracts of company documents, and schedules or commentaries prepared or obtained in the course of such examination or investigation.
 - 2.a. Work papers held by the department or office are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until the examination report is filed or until the investigation is completed or ceases to be active.
 - b. Information received from another governmental entity or the National Association of Insurance Commissioners, which is confidential or exempt when held by that entity, for use by the department or office in the performance of its examination or investigation duties pursuant to this section or ss. 624.316, 624.3161, 624.317, and 624.318 is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.
 - c. This exemption applies to work papers and such information held by the department or office before, on, or after the effective date of this exemption.
 3. Confidential and exempt work papers and information may be disclosed to:
 - a. Another governmental entity, if disclosure is necessary for the receiving entity to perform its duties and responsibilities; and
 - b. The National Association of Insurance Commissioners.
 4. After an examination report is filed or an investigation is completed or ceases to be active, portions of work papers may remain confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution if disclosure would:
 - a. Jeopardize the integrity of another active examination or investigation;
 - b. Impair the safety or financial soundness of the licensee, affiliated party, or insured;
 - c. Reveal personal financial, medical, or health information;
 - d. Reveal the identity of a confidential source;
 - e. Defame or cause unwarranted damage to the good name or reputation of an individual or jeopardize the safety of an individual;
 - f. Reveal examination techniques or procedures; or
 - g. Reveal information that is confidential or exempt under sub-subparagraph 2.b.
 - (c) Lists of insurers or regulated companies are confidential and exempt from s. 119.07(1) if:
 1. The financial solvency, condition, or soundness of such insurers or regulated companies is being monitored by the office;
 2. The list is prepared to internally coordinate regulation by the office of the financial solvency, condition, or soundness of the insurers or regulated companies; and
 3. The office determines that public inspection of such list could impair the financial solvency, condition, or soundness of such insurers or regulated companies.
- (4) After the examination report has been filed pursuant to subsection (1), the department or office may publish the results of any such examination in one or more newspapers published in this state whenever it deems it to be in the public interest.
- (5) After the examination report of an insurer has been filed pursuant to subsection (1), an affidavit shall be filed with the office, not more than 30 days after the report has been filed, on a form furnished by the office and signed by the officer of the company in charge of the insurer's business in this state, stating that she or he has read the report and that the recommendations made in the report will be considered within a reasonable time.

Section 624.401

(1) No person shall act as an insurer, and no insurer or its agents, attorneys, subscribers, or representatives shall directly or indirectly transact insurance, in this state except as authorized by a subsisting certificate of authority issued to the insurer by the office, except as to such transactions as are expressly otherwise provided for in this code.

Section 624.424(10) Each insurer or insurer group doing business in this state shall file on a quarterly basis in conjunction with financial reports required by paragraph (1)(a) a supplemental report on an individual and group basis on a form prescribed by the commission with information on personal lines and commercial lines residential property insurance policies in this state. The supplemental report shall include separate information for personal lines property policies and for commercial lines property policies and totals for each item specified, including premiums written for each of the property lines of business as described in ss. 215.555(2)(c) and 627.351(6)(a). The report shall include the following information for each county on a monthly basis:

- (a) Total number of policies in force at the end of each month.
- (b) Total number of policies canceled.
- (c) Total number of policies nonrenewed.
- (d) Number of policies canceled due to hurricane risk.
- (e) Number of policies nonrenewed due to hurricane risk.
- (f) Number of new policies written.
- (g) Total dollar value of structure exposure under policies that include wind coverage.
- (h) Number of policies that exclude wind coverage.

Section 627.06292

- (1) Reports of hurricane loss data and associated exposure data that are specific to a particular insurance company, as reported by an insurer or a licensed rating organization to the office or to a type I center at a state university pursuant to s. 627.06281, are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.
- (2) For the purposes of this section, "loss data and associated exposure data" means the type, age, wind mitigation features, and location of each property insured; the amount and type of coverage written on each of those properties; the amount, date, and type of damage paid for by the insurer on each property; and the amount of any reserves held by an insurer for future payments or expenses on damages associated with the date or dates of occurrence of hurricanes.
- (3) This section is subject to the Open Government Sunset Review Act of 1995 in accordance with s. 119.15, and shall stand repealed on October 2, 2010, unless reviewed and saved from repeal through reenactment by the Legislature.

Section 627.4025(1) Residential coverage includes both personal lines residential coverage, which consists of the type of coverage provided by homeowner's, mobile home owner's, dwelling, tenant's, condominium unit owner's, cooperative unit owner's, and similar policies, and commercial lines residential coverage, which consists of the type of coverage provided by condominium association, cooperative association, apartment building, and similar policies, including policies covering the common elements of a homeowners' association. Residential coverage for personal lines and commercial lines as set forth in this section includes policies that provide coverage for particular perils such as windstorm and hurricane or coverage for insurer insolvency or deductibles.

Section 627.4025(2) As used in policies providing residential coverage:

- (1) "Hurricane coverage" is coverage for loss or damage caused by the peril of windstorm during a hurricane. The term includes ensuing damage to the interior of a building, or to property inside a building, caused by rain, snow, sleet, hail, sand, or dust if the direct force of the windstorm first damages the building, causing an opening through which rain, snow, sleet, hail, sand, or dust enters and causes damage.
- (2) "Windstorm" for purposes of paragraph (a) means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a hurricane which results in direct physical loss or damage to property.
- (3) "Hurricane" for purposes of paragraphs (a) and (b) means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service. The duration of the hurricane includes the time period, in Florida:
 1. Beginning at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
 2. Continuing for the time period during which the hurricane conditions exist anywhere in Florida; and
 3. Ending 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

Section 688.002 Definitions.--As used in ss. 688.001-688.009, unless the context requires otherwise:

- (1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means.
- (2) "Misappropriation" means:
 - (a) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or
 - (b) Disclosure or use of a trade secret of another without express or implied consent by a person who:
 1. Used improper means to acquire knowledge of the trade secret; or
 2. At the time of disclosure or use, knew or had reason to know that her or his knowledge of the trade secret was:
 - a. Derived from or through a person who had utilized improper means to acquire it;
 - b. Acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or
 - c. Derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or
 3. Before a material change of her or his position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.
- (3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.
- (4) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process that:
 - (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
 - (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Section 815.04

- (1) A person who willfully, knowingly, and without authorization introduces a computer contaminant or modifies or renders unavailable data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.
- (2) A person who willfully, knowingly, and without authorization destroys data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(3) Data, programs, or supporting documentation that is a trade secret as defined in s. 812.081, that is held by an agency as defined in chapter 119, and that resides or exists internal or external to a computer, computer system, computer network, or electronic device is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(4) A person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation that is a trade secret as defined in s. 812.081 or is confidential as provided by law residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

Section 815.045 Trade secret information.--The Legislature finds that it is a public necessity that trade secret information as defined in s. 812.081, and as provided for in s. 815.04(3), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Due to the legal uncertainty as to whether a public employee would be protected from a felony conviction if otherwise complying with chapter 119, and with s. 24(a), Art. I of the State Constitution, it is imperative that a public records exemption be created. The Legislature in making disclosure of trade secrets a crime has clearly established the importance attached to trade secret protection. Disclosing trade secrets in an agency's possession would negatively impact the business interests of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of governmental functions. Thus, the public and private harm in disclosing trade secrets significantly outweighs any public benefit derived from disclosure, and the public's ability to scrutinize and monitor agency action is not diminished by nondisclosure of trade secrets.

Rule 690-137.009

- (1) The procedures in this rule apply to all commercial and residential property policies as defined below. Each insurer or insurer group doing business in Florida shall file with the office, beginning with the first quarter of 1996, a supplemental report with information, listed by company, on personal lines and commercial lines residential property insurance policies written in this state. The data submitted shall be calculated from the end of the last business day of each month. Non-renewal information shall be determined by the policy expiration dates.
- (2) For purpose of this rule the following definitions are provided:
 - (a) "Homeowners" excludes condominium unit owners, tenants, and farm owners.
 - (b) "Mobile Homeowners" include coverage on mobile homes regardless of the type of policy used to cover the mobile homes.
 - (c) "Other Personal" includes all other personal residential policies not included under other coverage.
 - (d) "Other Commercial" includes all other commercial residential property policies not insured under any other coverage.
- (3) The supplemental report shall include information, listed by company, as described on the supplemental report for each type of personal lines and commercial lines residential property policies written for each line by month and total premiums written for the quarter. The data shall be compiled as of the end of the last business day of each month. A separate report shall be prepared for each county in which business was written.
- (4) The supplemental report shall be filed on a quarterly basis in conjunction with financial reports on Form OIR-DO-1185 (1/96) "Quarterly Supplemental Report", which is hereby adopted and incorporated by reference. The information may be submitted either in hard-copy form or on a computer diskette using a template developed by the Office in specified software. This form or diskette may be obtained from the Property & Casualty Solvency Section, Bureau of P & C Solvency, Market Conduct & Surplus Lines, Office of Insurance Regulation, 200 East Gaines Street, Tallahassee, FL 32399-0329.