UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, FORT MYERS DIVISION

# Bay Haven at Coco Bay Condominium Association, Inc. v. Hartford Insurance Company of the Midwest

Bay Haven · No. 2:24-cv-696-KCD-DNF · Decided January 14, 2026

## SUMMARY

The United States District Court for the Middle District of Florida grants Hartford Insurance Company of the Midwest's motion for summary judgment in a National Flood Insurance Program dispute arising from Hurricane Ian. The court holds that Bay Haven could not recover additional flood benefits because it failed to submit a signed and sworn proof of loss for the specific damages sought, and that invoices, estimates, appeal letters, and FEMA's merits review did not satisfy or waive that requirement. The court therefore enters judgment for Hartford without reaching the separate timeliness issue concerning Building KK.

## CASE DETAILS

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| COURT | United States District Court for the Middle District of Florida, Fort Myers Division |
| WRITING FOR THE COURT | Kyle C. Dudek |
| JURISDICTION | United States District Court for the Middle District of Florida, Fort Myers Division |
| DECIDED | January 14, 2026 |
| DOCKET | 2:24-cv-696-KCD-DNF |
| DISPOSITION | other |
| PROCEDURAL POSTURE | Defendant moved for summary judgment in a federal flood-insurance coverage dispute. The court granted the motion and directed the Clerk to enter judgment and close the case. |
| STANDARD OF REVIEW | Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court must view the evidence and draw legitimate inferences in favor of the nonmoving party, but the nonmoving party must identify record evidence beyond the pleadings and more than a mere scintilla that could support a verdict in its favor. |

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| **PRECEDENTIAL VALUE** | unpublished, nonprecedential district-court order |

## TOPICS

insurance coverage · summary judgment · conditions precedent · federal spending · civil procedure

## PRACTICE AREAS

insurance coverage · federal flood insurance · civil procedure · contracts

## QUESTIONS PRESENTED

1. Whether an insured under a Standard Flood Insurance Policy may recover additional federal flood benefits without submitting a signed and sworn proof of loss specifically stating the additional amounts claimed.
2. Whether invoices, estimates, appeal letters, and other claim documentation substantially comply with the federal proof-of-loss requirement.
3. Whether FEMA's merits-based review of an appeal or policyholder guidance waived or excused the proof-of-loss requirement.
4. Whether summary judgment should be granted on the undisputed record.

## HOLDINGS

1. An insured cannot recover under a Standard Flood Insurance Policy for additional damages unless it strictly complies with the requirement to submit a signed and sworn proof of loss within the applicable deadline or an expressly granted extension.
2. Invoices, estimates, appeal letters, and other evidence of loss are not the functional equivalent of the signed and sworn proof of loss required by the Standard Flood Insurance Policy.
3. A waiver of the proof-of-loss requirement must be express and in writing; FEMA's merits-based review of an appeal did not waive the requirement for additional damages.
4. Summary judgment for Hartford was proper because the undisputed record established that Bay Haven failed to satisfy the proof-of-loss condition precedent for every additional amount claimed.

## KEY QUOTATIONS

> *"Because every dollar paid is a direct charge on the public treasury, the law requires that we treat these policies differently than a standard homeowner's plan."* (at 4)

> *"A stack of invoices is not a sworn statement, nor is an appeal letter."* (at 5)

> *"In this arena, close enough is not enough; strict compliance is the price of admission."* (at 5)

> *"By neglecting to submit a signed and sworn proof of loss for the additional damages it now claims, it failed to satisfy a non-negotiable condition precedent under the policy."* (at 7)

## FACTUAL BACKGROUND

Bay Haven managed several condominium buildings in Fort Myers that sustained flood damage during Hurricane Ian in September 2022. It held federal flood-insurance policies issued through Hartford, a Write-Your-Own carrier under the National Flood Insurance Program. Although FEMA extended the proof-of-loss deadline, Bay Haven submitted signed and sworn proofs of loss only in November 2023, and FEMA's limited waiver covered only the amounts in those submissions. Bay Haven later sought additional amounts for items including ceramic tile replacement and HVAC line sets, but conceded that it had not submitted sworn proofs of loss for those additional damages, relying instead on invoices, estimates, and appeal materials.

## PROCEDURAL HISTORY

Bay Haven sued Hartford seeking additional benefits under federal flood-insurance policies for Hurricane Ian damage. Hartford moved for summary judgment, arguing that Bay Haven had not submitted sworn proofs of loss for the additional amounts claimed and that claims for Building KK were untimely. The court resolved the case on the proof-of-loss issue without reaching the statute-of-limitations argument.

## DISPOSITION

other

## CASES CITED

- Las Brisas Condo. Homes Condo. Ass’n, Inc. v. Empire Indem. Ins. Co., No. 2:21-CV-41-KCD, 2023 WL 8978168, at *1 (M.D. Fla. Dec. 28, 2023)
- Do v. Geico Gen. Ins. Co., No. 1:17-CV-23041-JLK, 2019 WL 331295, at *2 (S.D. Fla. Jan. 25, 2019)
- Toca v. Debonair Props. LLC, No. 2:23-CV-303-KCD, 2025 WL 2106674, at *4 (M.D. Fla. July 28, 2025)
- Andrews v. Ciccone, No. 3:23-CV-88-MMH-SJH, 2025 WL 2508878, at *2 (M.D. Fla. Sept. 2, 2025)
- Jeffery v. Sarasota White Sox, Inc., 64 F.3d 590, 593-94 (11th Cir. 1995)
- Walker v. Darby, 911 F.2d 1573, 1577 (11th Cir. 1990)
- Sconiers v. Lockhart, 946 F.3d 1256, 1263 (11th Cir. 2020)
- Boyd v. Standard Fire Ins. Co., No. 8:14-CV-2074-T-33EAJ, 2014 WL 6607009, at *2 (M.D. Fla. Nov. 19, 2014)
- Shuford v. Fid. Nat. Prop. & Cas. Ins. Co., 508 F.3d 1337, 1342-43 (11th Cir. 2007)
- Clement v. Wright Nat’l Flood Ins. Co., 587 F. Supp. 3d 1129, 1132 (N.D. Ala. 2022)
- Fed. Crop Ins. Corp. v. Merrill, 332 U.S. 380, 385 (1947)
- Sanz v. U.S. Sec. Ins. Co., 328 F.3d 1314, 1318, 1320 (11th Cir. 2003)
- Blocdahl Leasing, LLC v. Am. Strategic Ins. Corp., No. 2:23-CV-776-SPC-KCD, 2024 WL 5202783, at *3 (M.D. Fla. Dec. 23, 2024)
- Gowland v. Aetna, 143 F.3d 951, 953 (5th Cir. 1998)
- Greer v. Owners Ins. Co., 434 F. Supp. 2d 1267, 1277 (N.D. Fla. 2006)
- Slater v. Hartford Ins. Co. of Midwest, 26 F. Supp. 3d 1239, 1249 (M.D. Fla. 2014)

- Kayser Props., LLC v. Fid. Nat. Prop. & Cas. Ins. Co., No. 306CV150/MCR/EMT, 2007 WL 1490693, at *2 (N.D. Fla. May 21, 2007)
- Oliver v. Wright National Flood Insurance Company

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