IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

JAMES V. and PATRICIA RAFFONE, on behalf of themselves and all others similarly situated,

Appellants,

v.

Case No.: 1D14-4791
L.T. No.: 2004-CA-78

FIRST AMERICAN TITLE INSURANCE COMPANY,

Appellee.

ON APPEAL FROM THE CIRCUIT COURT, FOURTH JUDICIAL CIRCUIT, IN AND FOR NASSAU COUNTY, FLORIDA

AMICUS CURIAE BRIEF IN SUPPORT OF APPELLANTS

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STATEMENT OF INTEREST

United Policyholders, ("UP") is a non-profit 501(c) (3) organization founded in 1991 that is an information resource and a voice for insurance consumers in Florida and throughout the United States. The organization assists and informs disaster victims and individual and commercial policyholders with regard to every type of insurance product. Grants, donations and volunteers support the organization's work. UP does not sell insurance or accept funding from insurance companies.

UP's work is divided into three program areas: *Roadmap to Recovery*™ (disaster recovery and claim help), *Roadmap to Preparedness* (disaster preparedness through insurance education), and *Advocacy and Action* (advancing pro-consumer laws and public policy through submission of *amicus curiae* briefs in courts of law). UP hosts a library of informational publications and videos related to personal and commercial insurance products, coverage and the claims process at www.uphelp.org.

UP has been active in Florida since Hurricane Andrew in 1992. We work with the Insurance Commissioner Kevin McCarty and the Office of Insurance Regulation, other non-profits and individual home and business owners. We are involved in projects related to property insurance availability, depopulating

Citizens, promoting disaster preparedness and mitigation and educating and assisting individual consumers and disaster survivors navigating the complicated insurance claims process.

State insurance regulators, academics and journalists throughout the U.S. routinely seek UP's input on insurance consumer issues and legal matters. UP's Executive Director, Amy Bach, Esq., a renowned insurance expert, has been appointed for six consecutive years as an official consumer representative to the National Association of Insurance Commissioners.

UP assists courts as *amicus curiae* in appellate proceedings throughout the United States. To date UP has filed nearly 370 briefs in numerous state and federal courts. UP's brief was cited in was cited with approval in the U.S. Supreme Court's opinion in *Humana v. Forsyth*, 525 U.S. 299, 314 (1999), and its arguments have been adopted by the California Supreme Court in *TRB Investments, Inc. v. Fireman's Fund Ins. Co*., 40 Cal.4th 19 (2006); and recently in the Pennsylvania Supreme Court in *Allstate Property and Casualty. Co. v. Wolfe* (39 MAP 2014).

UP has appeared as amicus curiae in many cases in Florida, including: *Lemy v. Direct General Finance Company* (Case No. 12-14794-FF, U.S. Court of Appeals, 11th Circuit, Florida, 2014); *Amado Trinidad v. Florida Peninsula Ins.*

Co. (Case No. SC11-1643, Florida Supreme Court, 2012); *Washington National Ins. Corp. v. Ruderman, et al*. (Case No. SC12-323, Florida Supreme Court, 2012); and *Amelia Island Co. v. Amerisure Ins. Co*. (Case No. 10-10960G, U.S. Court of Appeals, 11th Circuit, Florida, 2010).

UP has an interest in this case because it presents a straightforward legal question regarding the non-delegable duty that *Fla. Admin. Code R. 69O-186.003 (2)(B)* (the reissue rate rule) imposes on title insurers to charge a reissue rate, not a higher rate, when a mortgager refinances. Violation of the regulation has broad public policy implications for the regulation of title insurance in Florida.

Accordingly, UP seeks to fulfill the "classic role of *amicus curiae* in a case of general public interest, supplementing the efforts of counsel, and drawing the court's attention to law that escaped consideration." *Miller Wohl Co. v. Commissioner o/Labor & Indus*., 694 F.2d 203, 204 (9th Cir. 1982). This is an appropriate role for *amicus curiae*. As commentators have often stressed, an amicus is often in a superior position to "focus the court's attention on the broad implications of various possible rulings." Robert L. Stem, et al., Supreme Court Practice 570 71 (1986), quoting Ennis, *Effective Amicus Briefs*, 33 Cath. U. L.Rev. 603, 608 (1984).

SUMMARY OF ARGUMENT

The issue presented in this case is whether Florida's reissue rate rule, *Fla. Admin. Code R. 69O-186.003(2)(b)*, imposes a non-delegable duty on title insurers, here First American, to charge a lower reissue rate when a policyholder refinances property covered by an original owner's title insurance policy. This Court should answer in the affirmative.

The parties to the case will no doubt fully address the legal arguments, but as a general matter, Florida law necessarily requires the duty to charge the reissue rate to fall upon the insurer. The rule is clearly designed to regulate the conduct of insurers, not of consumers. The Florida Department of Financial Services would not have enacted *R. 69O-186.003(2)(b)* if it intended otherwise. It follows that the duty to charge the reissue rate is a non-delegable duty which cannot be simply avoided.

From a public policy standpoint, the issue of whether insurers discharge their duty under the statute has broad financial implications for policyholders. When a policyholder continues to pay the same rate as an original owner's policy, the policyholder pays too much. The class action lawsuit brought here seeks to recapture monies improperly paid by policyholders as a direct result of the First American's failure to discharge its duty imposed by the rule.

Interestingly, First American claims it does not have the ability to locate prior policies and thus it is impracticable to charge the reissue rate without first being asked by the policyholder. However, this justification is not persuasive, especially in light of their statutory obligation to furnish policy data to the Florida Office of Insurance Regulation. Studies indicate that, for whatever ostensible reason, few title insurers are meeting their statutory obligation to charge the reissue rate. For these reasons and the reasons stated below, UP urges this Court to reverse summary judgment.

ARGUMENT

I. FLA. ADMIN. CODE R. 69O-186.003(2)(B), IMPOSES A NON-DELEGABLE DUTY ON TITLE INSURERS TO CHARGE THE REISSUE RATE WHEN A MORTGAGOR REFINANCES PROPERTY COVERED BY AN ORIGINAL OWNER'S POLICY

As a general matter, public policy requires that certain mandatory, non-delegable duties fall on insurers. The duty to charge the appropriate rate is properly placed on the insurer. This is precisely what *Fla. Admin. Code R. 69O-186.003(2)(B)* requires.[1] The rationale is that insurers may not charge premiums

[1] Fla. Admin. Code R. 69O-186.003(2)(b) specifically provides:

> Provided a previous owner's policy was issued insuring the seller or the mortgagor in the current transaction and that both the reissuing agent and the reissuing underwriter retain for their respective files copies of the prior owner's policy, the reissue premium rates in paragraph (a) shall apply to: 1. Policies on real property which is

for risks that are not insured. When an owner refinances their mortgage, the risks change and the premium must also change.

Other examples of non-delegable duties placed on insurers include the duty to settle claims fairly, which includes, *inter alia*, the duty to promptly acknowledge an insured's communications; to affirm or deny coverage; and to clearly explain coverage or denial of such to an insured.[2] These duties are squarely placed on the insurer, not on the insured. The reissue rate regulation is no different – the burden is on the insurer. As the purveyor of the product, the insurer is in a far better position to understand the nature of risk insured, underwriting criteria, and thus should be the responsible party.

While Appellants thoroughly discuss the non-delegable duty issue, it is important to point out that under Florida law insurers owe certain non-delegable duties to policyholders in the claim and settlement process. *See, e.g.*, *Odom vs. Canal Ins. Co.*, 582 So.2d 1203 (Fla. 1st DCA 1991) (insurer has a non-delegable

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> unimproved except for roads, bridges, drainage facilities, and utilities if the current owner's title has been insured prior to the application for a new policy; 2. Policies issued with an effective date of less than 3 years after the effective date of the policy insuring the seller or mortgagor in the current transaction; or 3. Mortgage policies issued on refinancing of property insured by an original owner's policy which insured the title of the current mortgagor.

[2] *See* Fla. Stat. 626.951 (Unfair Claims Laws and Regulations).

duty to communicate with its insured regarding settlement opportunities). An insurer also has the affirmative a non-delegable duty to fairly and accurately investigate the claim. *See, e.g., Baxter vs. Royal indemnity Co*., 285 So.2d 652 (Fla. 1st DCA 1973)

The rationale for the imposition of this type of non-delegable duty is that the insurer is in a position to completely control the investigation of the claim to the benefit or detriment of the policyholder. *See, e.g., American Fidelity & Cas. Co. vs. Greyhound Corp*., 258 F.2d 709 (5th Cir. 1958). This is equally true in the reissue rate context because insurers control the underwriting, determine rates, and draft the policies. Thus, *Fla. Admin. Code R. 69O-186.003(2)(b)* provides a mechanism through which the Office of Insurance Regulation can meet its charge to regulate the business of insurance by ensuring accuracy in title insurance rates.[3] If the State of Florida had wanted to place the burden on the consumer, rather than on the title insurer, it would not have enacted *R. 69O-186.003(2)(b)*.

[3] The Florida Office of Insurance Regulation is charged with "serv[ing] Floridians through its responsibilities for regulation, compliance and enforcement of statutes related to the business of insurance. The Office is also entrusted with the duty of carefully monitoring statewide industry markets." *See* http://www.floir.com/. The Office of Insurance Regulation's Mission Statement is: "To ensure that insurance companies licensed to do business in Florida are financially viable, operating within the laws and regulations governing the insurance industry; and offering insurance policy products at fair and adequate rates which do not unfairly discriminate against the buying public. *Id.*

First American contends that the rule is vague because it does not specify exactly what it must do to obtain and retain the prior owners policy. However, there is no requirement that a statute or regulation creating a duty expressly regulate and micromanage how the duty is to be satisfied. "If a statute grants a right or imposes a duty, it also confers, by implication, every particular power necessary for the exercise of the one or the performance of the other." *Girard Trust Co., v. Tampashores Development* 95 Fla. 1010 (Fla. 1928). Therefore, a regulation is not vague simply because it does not micromanage exactly how the duty is to be satisfied. The reissue rate statute and the present reissue rate rule, created a non-delegable duty of the title insurers to determine whether the reissue rate applies – there was no requirement that the legislature or the Department of Insurance enumerate what particular steps those affected by the statute must take to comply.

At the heart of this matter, is understanding responsibility under the non-delegable duty doctrine. For example, while at times it might be tempting, a Court cannot transfer its powers because of its non-delegable duties. *Lackner v. Central Fla. Inv., Inc*., 14 So.3d 1050, 1053 (Fla. 5th DCA 2009) ("Judicial powers vested in the courts by constitution or statute are nondelegable."); *Toiberman v. Tisera*, 998 So.2d 4, 8 (Fla. 3d DCA 2008) ("[N]o court in this state can delegate its

judicial authority to any person serving the court in a non-judicial function." (citations omitted)); *Jones v. State*, 749 So.2d 561 (Fla. 2d DCA 2000) (concluding judge could not delegate to the clerk its discretionary authority as provided by statute, to excuse jurors).

Similarly, an insurance company cannot transfer its legal and contractual (therefore "non-delegable") duties, and especially cannot transfer its responsibilities to the very insured which the law and regulations of the insurance industry are designed to protect. If a Title Insurance company can avoid its statutory obligations to charge what is legally allowed on a reissue policy, then what is stopping an automobile carrier from not issuing PIP coverage with every policy "unless specifically requested by the insured"? See also, *Pope v. Winter Park Healthcare Group, Ltd.*, 939 So. 2d 185, 188 (Fla. 5th DCA 2006) ("It is an elemental aspect of contract law that, absent an agreement to the contrary, the rights accruing under a contract can be freely given up by assignment, but duties assumed under a contract cannot be transferred to another. . . Non-delegable duties infers the principle that one who undertakes by contract to do for another a given thing cannot excuse himself to the other for a faulty performance by showing that he hired someone else to perform the task and that other person was the one at fault.") Citing *Gordon v. Sanders*, 692 So. 2d 939 (Fla. 3d DCA 1997).

Simply put, the law states that Title Insurance Companies can only charge the reissue rate on reissued policies, so if a title insurance carrier wants to overcharge the customer, it must be able to account for its failure to find the information which would allow it to do so and it cannot claim that there is a lack of a phantom "third party" who it can blame for its failure to obtain the information. See *Gordon v. Sanders*, 692 So. 2d 939, 941 (Fla. 3d DCA 1997)("In other words, where the contracting party makes it her or his duty to perform a task, that party cannot escape liability for the damage caused to the other contracting party by the negligence of independent contractors hired to carry out the task.") Further, the Insurance Company's argument that there is no mandatory requirement in the regulation because the regulation does not specifically state it is mandatory is a slippery slope. The lack of a specific enforcement provision does not allow the Insurance Company freedom to ignore the regulation, and the Court must interpret the law in a manner which gives it meaning. See *Heart of Adoptions, Inc. v. J.A.*, 963 So.2d 189, 198 (Fla.2007) ("[Florida courts] are required to give effect to 'every word, phrase, sentence, and part of the statute, if possible, and words in a statute should not be construed as mere surplusage.' " (quoting *Am. Home Assur. Co. v. Plaza Materials Corp.*, 908 So.2d 360, 366 (Fla.2005))).

II. PUBLIC POLICY FAVORS AND STATE LAW REQUIRES THAT TITLE INSURERS MAINTAIN A DATABASE OF PRIOR POLICIES AND MUST LOCATE SAID POLICIES IN ORDER TO ENSURE COMPLIANCE WITH THE REISSUE RATE RULE

The business of insurance is highly regulated in the U.S. because it is so fundamental to the modern economy. Insurance provides asset protection, economic security, and piece of mind to consumers. Assurance of good title is critical to real-estate transactions, making title insurance a necessity in most cases. These are some of the reasons why every state has an insurance regulator. Courts in Florida and elsewhere tend to view insurance companies as quasi-public utilities with fiduciary type duties.[4] *See, e.g., Boston Old Colony Insurance vs. Guiterrez*, 386 So.2d 783 (Fla. 1980).

Accordingly, Florida, a strong consumer-oriented state, regulates insurance rates and requires that insurers furnish statistical data to the Office of Insurance

[4] The United States Supreme Court has recognized the special nexus between insurance and the public interest for over 80 years. *See, e.g., Cal. State Auto. Ass'n Inter-Ins. Bureau v. Maloney*, 341 U.S. 105, 109-10 (1951) (insurance has always had special relation to government); *Prudential Ins. Co. v. Benjamin*, 328 U.S. 408, 415-16 (1946) ("[insurance] business affected with a vast public interest"); *Robertson v. California*, 328 U.S.. 440, 447 (1946); *United States. v. South-Eastern Underwriters Ass'n*, 322 U.S. 533, 540 at n.14 (1944) ("evils" in the sale of insurance "vitally affect the public interest"); *Osborn v. Ozlin*, 310 U.S. 53, 65 (1940) ("Government has always had a special relation to insurance."); *O'Gorman & Young, Inc. v. Hartford Fire Ins. Co*., 282 U.S. 251, 257 (1931) ("The business of insurance is so far affected with a public interest that the State may Regulate the Rates").

Regulation. For example, *Fla. Admin. Code R. 69O-186.0013* and *69O-186.0014* requires that title insurance companies, offices, and underwriters submit five year's worth of statistical data to the Office of Insurance Regulation. OIR form OIR-DO-2115 requires that insurers disclose "Risk Assumption" which includes, *inter alia*, the total number of policies issued yearly.[5] See also *Fla. Stat. 624.307 and 627.782*.

It follows that title insurers must then have the ability to locate prior owners' policies. In this exercise, it is certainly within the insurer's capacity to determine which policies are subject to the reissue rate regulation. However, as Appellants have pointed out, First American claims that does not have the ability to do so.[6] This notion is preposterous considering the sophistication of a large national title insurance company. First American must have the ability to locate prior policies and they should be required to do so.

While the Court cannot proscribe a particular method for maintaining and accessing policy, the Court can require that First American and any other title

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[5] *See* http://www.floir.com/siteDocuments/FloridaTitleAgencyTemplate.pdf at line 31 (Instructions: For total number of policies, include simultaneously issued lender's and owner's policies as a single policy. For example, if a transaction consisted of both an owner's and a lender's policy, these should be counted as one as one policy. Likewise, refinance orders with two policies should be counted as one policy.).

[6] *See* First American's Motion for Summary Judgment at pp. 5-6.

insurer for that matter meet its obligations to report relevant data to the Office of Insurance Regulation. In doing so, First American, and any other title insurer will have no excuse to not charge the reissue rate.

Doing so will serve the interests of consumers because, according to the Office of Insurance Regulation, few title insurers have historically met their obligation to charge or even report the reissue rate.[7] It is extremely important that title insurers meet their obligations, especially in light of the fact that Florida consumers spend more then $15.5 million annually on title insurance premiums and pay more individually than comparable states.[8]

[7] *See* Florida Office of Insurance Regulation, *An Analysis of Florida's Title Insurance Market* (July 2006) at p. 106 (only five title insurance companies correctly reported the reissue rates)
(http://www.floir.com/siteDocuments/FLTitleinsMkt.pdf).

[8] *See, Id.* at p. 21

CONCLUSION

For the foregoing reasons, *amicus curiae* UP respectfully request that the Court reverse summary judgment in favor of Appellee First American.

Respectfully Submitted,

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