**408.8 AFFIRMATIVE DEFENSE — FINANCIAL INTEREST**

(Defendant) **has asserted that [his] [her] [its] conduct was justified because it occurred during the course of [his] [her] [its] efforts to protect [his] [her] [its] own financial interest in the [contract] [business relationship] with** (claimant)**. If you find that** (defendant’s) **conduct was motivated, at least in part, by [his] [her] [its] own financial interest in the [contract] [business relationship], [and that** (defendant) **did not use improper means to protect its financial interest], then** (defendant’s) **conduct was justified.**

NOTE ON USE FOR 408.8

To defend based on the privilege to protect one’s own financial and contractual interests requires that the defendant show improper means were not employed. *Weisman v. S. Wine & Spirits of Am., Inc.*, 297 So. 3d 646, 651 (Fla. 4th DCA 2020). See *Security Title Guarantee Corp. of Baltimore v. McDill Columbus Corp.*, 543 So. 2d 852, 855 (Fla. 2d DCA 1989) (“The unchallengeable controlling principle is that ‘so long as improper means are not employed, activities taken to safeguard or promote one’s own financial . . . interests are entirely nonactionable.’” (quoting *Ethyl Corp. v. Balter*, 386 So. 2d 1220, 1225 (Fla. 3d DCA 1980)); *Genet Co. v. Anheuser Busch, Inc.*, 498 So. 2d 683 (Fla. 3d DCA 1986) (“[T]here can be no claim where the action complained of is undertaken to safeguard or promote one’s financial or economic interest.”); see also *Babson Bros. Co. v. Allison*, 337 So. 2d 848, 850 (Fla. 1st DCA 1976) (discussing W. Prosser, Law of Torts §129, 944–45 (4th ed. 1971)); *Peacock v. General Motors Acceptance Corp.*, 432 So. 2d 142, 144 (Fla. 1st DCA 1983) (“GMAC’s privilege to protect its contractual interests is not absolute but is instead conditioned upon its employing means that are not improper.”).

(Adopted February 17, 2022.)