

Ryan Escobar v. Tower Hill Signature Ins. Co.

Year: 2017

Court: Florida Court of Appeal, Third District

Case Number: 15-28620 CA 01

The Florida Legislature has mandated under Fla. Stat. § 627.7011(3)(a) that a property insurer must pay the actual cash value (“ACV”) of a homeowner’s property loss without first requiring repairs to the property. Here, the insurer made a payment based upon its adjuster’s estimate of the ACV but the insured alleged that the insurer did not satisfy its statutory obligation because the ACV of the loss was greater than the amount the insurer paid. The trial court improperly resolved this factual dispute by granting summary judgment for the insurer, accepting that insurer’s ACV payment was correct despite the policyholder’s allegations and evidence to the contrary. UP reminded the court that the ACV of a covered loss is a question of fact, and disputes concerning the amount of this statutory payment must be resolved by a jury, and thus is inappropriate for summary adjudication.

UP's brief was authored pro bono by Stephen A. Marino, Jr., Esq., Benjamin C. Hassebrock, Esq. and Andrew M. Shapiro, Esq. of Ver Ploeg and Lumpkin, P.A.