FIRST DISTRICT COURT OF APPEAL OF FLORIDA

Rodolfo Bailetti and Ana L. Saez v. Universal Property and Casualty Insurance Company

No. 1D2024-1695 · No. 1D2024-1695 · Decided October 8, 2025

SUMMARY

The Florida First District Court of Appeal affirmed a final judgment for Universal Property and Casualty Insurance Company after a jury found that the insureds failed to prove a breach of their homeowners insurance policy. The court held that the insureds did not establish, as of the filing of their lawsuit, that Universal's initial actual-cash-value payment was insufficient, and that later estimates did not establish a breach occurring at that time.

CASE DETAILS

COURT	First District Court of Appeal of Florida
WRITING FOR THE COURT	BILBREY, J.; KELSEY, J.; NORDBY, J.
JURISDICTION	Florida First District Court of Appeal
DECIDED	October 8, 2025
DOCKET	1D2024-1695
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a final judgment entered after a jury verdict finding that Appellants failed to prove their insurer breached the homeowner's insurance contract. Appellants challenged the denial of their motion for directed verdict and the submission of breach to the jury.
STANDARD OF REVIEW	The denial of a motion for directed verdict is reviewed de novo. A directed verdict is proper only when there is no evidence upon which a jury could find against the party for whom the verdict is directed.
PRECEDENTIAL VALUE	published
PARTIES	Rodolfo Bailetti, Ana L. Saez v. Universal Property and Casualty Insurance Company

TOPICS

insurance coverage · breach of contract · motion for directed verdict · standard of review · appellate procedure

PRACTICE AREAS

property insurance · insurance coverage · breach of contract · appellate procedure

QUESTIONS PRESENTED

1. Whether the trial court erred by denying Appellants' motion for directed verdict on their breach-of-contract claim.
2. Whether the evidence required a finding that Universal breached the homeowner's policy by initially paying the actual cash value estimated by its field adjuster rather than the greater amounts reflected in later estimates.
3. Whether later-created repair or damage estimates could establish a breach that existed when Appellants filed their complaint.

HOLDINGS

1. The trial court properly denied Appellants' motion for directed verdict because the record contained evidence supporting the jury's finding that Universal did not breach the insurance contract.
2. Later-created estimates of loss did not establish that Universal breached the policy as of June 2021, when Appellants filed their action.
3. On this record, Universal's initial payment based on its field adjuster's actual-cash-value estimate did not constitute a proven breach of the policy.

KEY QUOTATIONS

> *"granting a motion for directed verdict is proper only if there is no evidence upon which a jury could find against the party for whom the verdict is directed."* (at 4)

> *"But when—as here—no evidence can support a disagreement as to ACV, a factfinder cannot conclude which of the two amounts is correct."* (at 5)

> *"Damages are assessed at the time of the breach rather than at the time of the trial."* (at 5)

FACTUAL BACKGROUND

Hurricane Sally damaged Appellants' Pensacola residence in September 2020 through wind-driven rain entering through the roof and windows. Universal accepted coverage and paid $8,125.20 based on its field adjuster's actual-cash-value estimate, while allowing Appellants to recover depreciation upon submitting documentation of repairs and expenses. Appellants had not made major repairs when they filed suit in June 2021 and provided Universal no receipts or other repair-expense documentation at that time. Estimates presented by Appellants' and Universal's experts at trial were prepared years after the hurricane and after suit was filed.

PROCEDURAL HISTORY

After Hurricane Sally damaged Appellants' residence, Universal paid $8,125.20 based on its field adjuster's actual-cash-value estimate. Appellants filed a breach-of-contract action in June 2021, without identifying a specific policy provision allegedly breached. At the 2024 trial, the court denied both parties' directed-verdict motions, the jury found no breach, and the court entered final judgment for Universal. The First District affirmed.

DISPOSITION

affirmed

CASES CITED

- Ferguson v. Universal Prop. & Cas. Ins. Co., 46 So. 3d 1037, 1038 (Fla. 1st DCA 2010)
- Samiian v. Johnson, 302 So. 3d 966, 984 (Fla. 1st DCA 2020)
- Homeowners Choice Prop. & Cas. Ins. Co. v. Clark, 410 So. 3d 99, 111-12 (Fla. 1st DCA 2025)
- Citizens Prop. Ins. Corp. v. Salazar, 388 So. 3d 115, 118 (Fla. 3d DCA 2023)
- Universal Prop. & Cas. Ins. Co. v. Qureshi, 396 So. 3d 564, 566-67 (Fla. 4th DCA 2024)
- Jeremy Stewart Constr. v. Matthews, 324 So. 3d 41, 42 (Fla. 1st DCA 2021)