THIRD DISTRICT COURT OF APPEAL OF FLORIDA

Universal Property & Casualty Insurance Company v. Marie Suffrat

No. 3D23-2263 · No. 3D23-2263 · Decided November 5, 2025

SUMMARY

The Florida Third District Court of Appeal reversed a final judgment entered after a jury verdict for Marie Suffrat in her insurance coverage dispute with Universal Property & Casualty Insurance Company. The court held that the trial court should have dismissed the action without prejudice for failure to provide the presuit notice required by section 627.70152(3), Florida Statutes, and improperly struck Universal’s late-notice defense. The case was remanded for further proceedings.

CASE DETAILS

COURT	Third District Court of Appeal of Florida
WRITING FOR THE COURT	Gordo, J.; Bokor, J.; Gooden, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	November 5, 2025
DOCKET	3D23-2263
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Universal appealed a final judgment entered after a jury verdict for Suffrat and the denial of Universal's motion to set aside the verdict or, alternatively, for a new trial.
STANDARD OF REVIEW	De novo review applies to rulings on motions to dismiss and motions for directed verdict. On directed-verdict review, the evidence must be viewed in the light most favorable to the nonmoving party, with every reasonable inference drawn in that party's favor; if conflicting evidence or differing reasonable inferences exist, the issue must be submitted to the jury.
PRECEDENTIAL VALUE	Published opinion; precedential under applicable Florida law.
PARTIES	Universal Property & Casualty Insurance Company v. Marie Suffrat

TOPICS

insurance coverage · declaratory relief insurance · statutory interpretation · motion for directed verdict · appellate procedure

PRACTICE AREAS

insurance coverage | civil procedure | appellate procedure

QUESTIONS PRESENTED

1. Whether section 627.70152(3), Florida Statutes (2021), requiring presuit notice of intent to litigate an insurance claim, applied to Suffrat's action even though the policy was issued before the statute's effective date.
2. Whether the trial court improperly granted a directed verdict striking Universal's late-notice defense because Universal also pleaded alternative policy exclusions.
3. Whether sufficient evidence supported submitting Universal's late-notice and prejudice defense to the jury.

HOLDINGS

1. The presuit notice requirement in section 627.70152(3) is procedural and applies to all policies regardless of the policy's date of inception. Because Suffrat did not plead compliance with the requirement, the trial court erred in denying Universal's motion to dismiss.
2. Universal did not waive its late-notice defense by pleading it together with alternative policy-exclusion defenses. Florida law permits a party to plead multiple, alternative, and inconsistent defenses.
3. The trial court erred in directing a verdict against Universal on its late-notice defense because evidence supported a finding that the delayed notice prejudiced Universal's investigation.

KEY QUOTATIONS

> *"[B]ecause the presuit notice requirement of section 627.70152(3), taken in context, is procedural in nature, and applies to all policies, regardless of date of inception, the trial court correctly dismissed the action without prejudice[.]"* (at 5)

> *"Because Universal properly raised the late notice defense and Florida law allows parties to plead multiple defenses in the alternative, it was improper for the trial court to strike Universal's late notice defense by granting a directed verdict."* (at 6)

FACTUAL BACKGROUND

Suffrat's residential property was insured by Universal from February 6, 2017, through February 6, 2018, and was allegedly damaged by Hurricane Irma on September 10, 2017. She did not report the loss until September 2, 2020, nearly three years later, and made undocumented roof repairs during the intervening period. Universal denied the claim based on the lack of prompt notice and resulting prejudice, while expert testimony conflicted regarding the cause and extent of the roof damage and whether Universal could determine what damage resulted from the hurricane rather than wear and tear or deterioration.

PROCEDURAL HISTORY

Suffrat filed a declaratory judgment action concerning coverage for Hurricane Irma-related property damage. The trial court denied Universal's motions to dismiss based on the lack of presuit notice, granted Suffrat's directed-verdict motion striking Universal's late-notice defense, and entered final judgment for Suffrat after a jury trial. The Third District reversed and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remanded for further proceedings consistent with the opinion.

CASES CITED

- Cole v. Universal Prop. & Cas. Ins. Co., 363 So. 3d 1089, 1091 (Fla. 4th DCA 2023)
- Miami Dade Cnty. v. Berastain, 388 So. 3d 886, 888-89 (Fla. 3d DCA 2023)
- Miami-Dade Cnty. v. Guyton, 388 So. 3d 50, 52 (Fla. 3d DCA 2023)
- Cantens v. Certain Underwriters at Lloyd's London, 388 So. 3d 242, 246 (Fla. 3d DCA 2024)
- Fintak v. Fintak, Fintak v. Fintak, 120 So. 3d 177, 186 (Fla. 2d DCA 2013)
- Campbell v. Salman, 384 So. 2d 1331, 1333 (Fla. 3d DCA 1980)
- Sec. First Ins. Co. v. Visca, 387 So. 3d 313, 316 (Fla. 4th DCA 2024)
- Salam v. Benmelech, 590 So. 2d 1008, 1009 (Fla. 3d DCA 1991)
- City of Hialeah v. Rehm, 455 So. 2d 458, 460 (Fla. 3d DCA 1984)
- Hunzinger Constr. Corp. v. Quarles & Brady Gen. P'ship, 735 So. 2d 589, 597 (Fla. 4th DCA 1999)