DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

# Treasure Cay Condominium Association, Inc. v. Frontline Insurance Unlimited Company

Treasure Cay Condominium Association, Inc. v. Frontline Insurance Unlimited Company · No. 3D24-1196 · Decided October 1, 2025

## SUMMARY

The Florida Third District Court of Appeal affirmed the circuit court in an insurance dispute involving Treasure Cay Condominium Association and Frontline Insurance Unlimited Company. The court held, consistent with cited precedent, that an insured must comply with post-loss obligations, including submitting to an examination under oath and providing sufficient information, before appraisal may be compelled.

## CASE DETAILS

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| COURT | District Court of Appeal of Florida, Third District |
| WRITING FOR THE COURT | SCALES, C.J.; LOBREE, J.; GOODEN, J. |
| JURISDICTION | Florida Third District Court of Appeal |
| DECIDED | October 1, 2025 |
| DOCKET | 3D24-1196 |
| DISPOSITION | affirmed |
| PROCEDURAL POSTURE | Appeal from a Monroe County Circuit Court order concerning the insured's compliance with post-loss obligations and entitlement to appraisal. |
| PRECEDENTIAL VALUE | Published opinion |
| PARTIES | Treasure Cay Condominium Association, Inc. v. Frontline Insurance Unlimited Company |

## TOPICS

insurance coverage · appellate procedure · contracts · appellate jurisdiction

## PRACTICE AREAS

insurance · contracts · appellate procedure · civil procedure

### QUESTIONS PRESENTED

1. Whether the circuit court properly refused to compel appraisal before the insured complied with the policy's post-loss obligations.

### HOLDINGS

1. An insured must comply with the insurance policy's post-loss obligations, including submission to an examination under oath and a meaningful exchange of information sufficient to establish a disagreement, before appraisal may be compelled.

### KEY QUOTATIONS

> *"The failure to submit to an examination under oath is a material breach of the policy which will relieve the insurer of its liability to pay."* (2)

### FACTUAL BACKGROUND

The opinion is a brief per curiam affirmance and does not set out the underlying factual record in detail. The cited authorities indicate that the dispute involved an insured's failure to comply with post-loss obligations, including an examination under oath, before seeking appraisal under an insurance policy.

### PROCEDURAL HISTORY

Treasure Cay Condominium Association appealed from the Circuit Court for Monroe County. The Third District Court of Appeal affirmed the circuit court's ruling, relying on precedent holding that an insured must comply with post-loss obligations before appraisal may be compelled.

### DISPOSITION

affirmed

### CASES CITED

- State Farm Fla. Ins. Co. v. Xirinachs, 251 So. 3d 221, 222–23 (Fla. 3d DCA 2018)
- State Farm Fla. Ins. Co. v. Hernandez, 172 So. 3d 473, 477 (Fla. 3d DCA 2015)
- First Home Ins. Co. v. Fleurimond, 36 So. 3d 172, 174 (Fla. 3d DCA 2010)
- U.S. Fid. & Guar. Co. v. Romay, 744 So. 2d 467, 469–70 (Fla. 3d DCA 1999)
- Stringer v. Fireman’s Fund Ins. Co., 622 So. 2d 145, 146 (Fla. 3d DCA 1993)

### OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed October 1, 2025. Not final until disposition of timely filed motion for rehearing. ________________ No. 3D24-1196 Lower Tribunal No. 19-CA-269-M ________________ Treasure Cay Condominium Association, Inc., a/k/a Treasure Cay Condo Assoc., Inc., Appellant, vs. Frontline Insurance Unlimited Company, Appellee.

An Appeal from the Circuit Court for Monroe County, Mark H. Jones, Judge. Ver Ploeg & Marino, P.A., and Stephen A. Marino, Jr., Benjamin C. Hassebrock, Rochelle N. Wimbush, Derrick S. Natal, and Jacob M. Schuster, for appellant. Berk, Merchant & Sims, PLC, and Patrick E. Betar and Melissa M. Sims, for appellee.

Before SCALES, C.J., and LOBREE, and GOODEN, JJ. PER CURIAM. Affirmed. See State Farm Fla. Ins. Co. v. Xirinachs, 251 So. 3d 221, 222–23 (Fla. 3d DCA 2018) ("Based upon the facts and insurance policy in this case, the insured's failure to comply with their post-loss obligations relieved State Farm of any duties under the policy as to the supplemental claims sought by the insured."); State Farm Fla. Ins.

Co. v. Hernandez, 172 So. 3d 473, 477 (Fla. 3d DCA 2015) ("Thus, a trial court reversibly errs by compelling appraisal before an insured has complied with his post-loss obligations."); First Home Ins. Co. v. Fleurimond, 36 So. 3d 172, 174 (Fla. 3d DCA 2010) ("We have held that the insured must meet all of the policy's post- loss obligations before appraisal may be compelled.

This includes the obligation to submit to an EUO.") (internal citation omitted); U.S. Fid. & Guar. Co. v. Romay, 744 So. 2d 467, 469–70 (Fla. 3d DCA 1999) ("By these terms, the disagreement necessary to trigger appraisal cannot be unilateral.

As expressly indicated in the parties' agreement, the failure to agree must be between the 'you' and the 'we.' In other words, by the terms of the contract, it was contemplated that the parties would engage in some meaningful exchange of information sufficient for each party to arrive at a conclusion before a disagreement could exist."); Stringer v. Fireman's Fund Ins.

Co., 622 So. 2d 145, 146 (Fla. 3d DCA 1993) ("The failure to submit to an 2 examination under oath is a material breach of the policy which will relieve the insurer of its liability to pay.") (citation modified). 3