

FLORIDA FIRST DISTRICT COURT OF APPEAL

The Mold Man Inc. a/a/o David and Ann Richard v. American Integrity Insurance Company of Florida

No. 1D2024-1259 · No. 1D2024-1259 · Decided November 19, 2025

SUMMARY

The First District Court of Appeal of Florida affirmed a County Court judgment in favor of American Integrity Insurance Company of Florida. The court relied on precedent holding that a generic menu of services or price list does not satisfy the statutory requirement for a written, itemized, per-unit cost estimate under section 627.7152(2)(a), Florida Statutes.

CASE DETAILS

COURT	Florida First District Court of Appeal
WRITING FOR THE COURT	Bilbrey, J.; Kelsey, J.; Long, J.
JURISDICTION	Florida First District Court of Appeal
DECIDED	November 19, 2025
DOCKET	1D2024-1259
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from the County Court for Escambia County.
PRECEDENTIAL VALUE	published
PARTIES	The Mold Man Inc. a/a/o David and Ann Richard v. American Integrity Insurance Company of Florida

TOPICS

insurance coverage

statutory interpretation

appellate procedure

PRACTICE AREAS

insurance

property insurance

appellate litigation

QUESTIONS PRESENTED

- Whether the submitted estimate complied with section 627.7152(2)(a), Florida Statutes, which requires a written, itemized, per-unit cost estimate.

HOLDINGS

1. A generic menu of services not tailored to the insured or the particular property, and a mere price list, do not satisfy section 627.7152(2)(a)'s requirement for a written, itemized, per-unit cost estimate.

KEY QUOTATIONS

- “holding that a “generic menu of services available” not tailored to the insured or services on the particular property fails to comply with the “itemized, per-unit cost estimate” required by section 627.7152(2)(a), Florida Statutes” (at 1)*
- ““A ‘price list’ is plainly not a ‘written, itemized, per-unit cost estimate.’”” (at 1)*

FACTUAL BACKGROUND

The opinion concerns an insurance-related dispute involving services or estimates submitted in connection with property damage. The court's disposition turned on whether a generic menu of services or a price list satisfied the statutory requirement for a written, itemized, per-unit cost estimate.

PROCEDURAL HISTORY

The appellant appealed a county court ruling involving compliance with the statutory requirement for an itemized, per-unit cost estimate. The First District Court of Appeal affirmed without a separately reasoned opinion, relying on two prior district court decisions.

DISPOSITION

affirmed

CASES CITED

- Total Care Restoration, LLC v. Citizens Prop. Ins. Corp., 357 So. 3d 1260, 1265 (Fla. 3d DCA 2023)
- Air Quality Experts Corp. v. Family Sec. Ins. Co., 351 So. 3d 32, 37 (Fla. 4th DCA 2022)

OPINION

PER CURIAM.

FIRST DISTRICT COURT OF APPEAL STATE OF FLORIDA
_____ No. 1D2024-1259 _____ THE
MOLD MAN INC. a/a/o DAVID AND ANN RICHARD, Appellant, v. AMERICAN INTEGRITY
INSURANCE COMPANY OF FLORIDA, Appellee. _____ On
appeal from the County Court for Escambia County. Ronald Scott Ritchie, Judge. November 19,
2025 PER CURIAM.

AFFIRMED. See Total Care Restoration, LLC v. Citizens Prop. Ins. Corp., 357 So. 3d 1260, 1265 (Fla. 3d DCA 2023) (holding that a “generic menu of services available” not tailored to the insured

or services on the particular property fails to comply with the “itemized, per-unit cost estimate” required by section 627.7152(2)(a), Florida Statutes); Air Quality Experts Corp. v. Family Sec. Ins. Co., 351 So. 3d 32, 37 (Fla. 4th DCA 2022) (citation omitted) (“A ‘price list’ is plainly not a ‘written, itemized, per-unit cost estimate.’”). BILBREY, KELSEY, and LONG, JJ., concur. _____ Not final until disposition of any timely and authorized motion under Fla. R. App. P. 9.330 or 9.331. _____ Lynn Brauer of Insurance Trial Lawyers, Miami, for Appellant.

Caryn L. Bellus and Benjamin B. Carter of Kubicki Draper, P.A., Miami, for Appellee. 2