DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Citizens Property Insurance Corporation v. Sandra Blanco and Carlos Luis Blanco

No. 3D23-2271 (Fla. 3d DCA Feb. 4, 2026) · No. No. 3D23-2271 · Decided February 4, 2026

SUMMARY

The Florida Third District Court of Appeal affirmed a final judgment in favor of Sandra and Carlos Luis Blanco in their first-party property insurance breach-of-contract action against Citizens Property Insurance Corporation. The court held that the appellate record was inadequate to establish that the trial court erred in denying Citizens' motions for directed verdict and judgment notwithstanding the verdict concerning the policy's anti-concurrent-cause provision. The court also found no merit in Citizens' remaining appellate arguments.

CASE DETAILS

COURT	District Court of Appeal of Florida, Third District
WRITING FOR THE COURT	EMAS, J.; GORDO, J.; BOKOR, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	February 4, 2026
DOCKET	No. 3D23-2271
DISPOSITION	affirmed
PROCEDURAL POSTURE	Citizens appealed a final judgment entered after a jury trial and verdict for the insureds on their first-party property insurance breach-of-contract claim. Citizens challenged the denial of its motion for directed verdict and related posttrial motion, evidentiary and jury-instruction rulings, and the denial of a new trial.
STANDARD OF REVIEW	De novo review applies to the denial of a motion for directed verdict and a motion for judgment in accordance with the directed-verdict motion. The evidence must be viewed in the light most favorable to the nonmoving party, with every reasonable inference drawn in that party's favor; conflicting evidence or differing reasonable inferences present factual issues for the jury.
PRECEDENTIAL VALUE	Published opinion

PARTIES	Citizens Property Insurance Corporation v. Sandra Blanco, Carlos Luis Blanco

TOPICS

insurance coverage · breach of contract · appellate procedure · standard of review

PRACTICE AREAS

property insurance · insurance coverage · appellate procedure

QUESTIONS PRESENTED

1. Whether the trial court erred in denying Citizens' motion for directed verdict and subsequent motion for judgment in accordance with that motion based on the policy's anti-concurrent-cause exclusion.
2. Whether the appellate record was sufficient to determine that the evidence established, as a matter of law, that an excluded cause contributed to the loss.
3. Whether the trial court otherwise erred in admitting a repair estimate, instructing the jury and preparing the verdict form concerning the anti-concurrent-cause provision, or denying a new trial based on closing argument.

HOLDINGS

1. The appellate record was inadequate to establish that the trial court erred in denying Citizens' directed-verdict motion and subsequent motion for judgment in accordance with that motion; because conflicting evidence or differing reasonable inferences could not be resolved on the incomplete record, the issue remained one for the jury.
2. The court found no merit in Citizens' remaining arguments and affirmed the final judgment.

KEY QUOTATIONS

> *"As this Court has previously explained, "'when independent perils converge and no single cause can be considered the sole or proximate cause, it is appropriate to apply the concurring cause doctrine.' However, when the insurer explicitly avoids the application of the concurring-cause doctrine with an anti-concurrent cause provision, the plain language of the policy precludes recovery."" (4)*

> *"We hold that the record provided is inadequate for this court to conclude that the trial court erred in denying a motion for directed verdict (and subsequent motion for judgment in accordance with its directed verdict motion) on this issue."* (7)

FACTUAL BACKGROUND

The Blancos owned a Miami-Dade County home insured by Citizens. On November 16, 2015, the home sustained water damage from a leak, and Blanco filed an insurance claim. Citizens denied the claim on February 26, 2016, asserting that the cause of loss was not covered. At trial, the parties disputed whether the damage resulted solely from the sudden November 16 water event or at least partly from constant or repeated seepage or leakage over a period of months, which the policy excluded.

PROCEDURAL HISTORY

The Blancos sued Citizens for breach of an insurance contract after Citizens denied coverage for water damage to their home. After a jury returned a $61,017.51 verdict for the Blancos, Citizens moved for judgment in accordance with its directed-verdict motion or, alternatively, for a new trial. The circuit court denied the motion and entered final judgment for the Blancos. The Third District affirmed because the appellate record was inadequate to determine whether the damage was caused solely by a sudden accidental event or at least in part by excluded constant or repeated seepage or leakage.

DISPOSITION

affirmed

CASES CITED

- People's Tr. Ins. Co. v. Hernandez, 400 So. 3d 744, 746-47 (Fla. 3d DCA 2024)
- Miami-Dade Cnty. v. Guyton, 388 So. 3d 50, 51-52 (Fla. 3d DCA 2023)
- Sec. First Ins. Co. v. Czelusniak, 305 So. 3d 717, 718-19 (Fla. 3d DCA 2020)
- Sebo v. Am. Home Assurance Co., Inc., 208 So. 3d 694, 697 (Fla. 2016)