

THIRD DISTRICT COURT OF APPEAL OF FLORIDA

Universal Property & Casualty Insurance Company v. Rubelina Corniel

Universal Property & Casualty Insurance Company v. Corniel, No. 3D24-2242 (Fla. 3d DCA May 27, 2026) · No. 3D24-2242 · Decided May 27, 2026

SUMMARY

The Third District Court of Appeal of Florida affirmed an amended final judgment awarding damages to Rubelina Corniel in a first-party insurance dispute. The court held that substantial competent evidence supported the jury’s damages award and declined to reweigh the evidence presented at trial.

CASE DETAILS

COURT	Third District Court of Appeal of Florida
WRITING FOR THE COURT	SCALES, C.J.; LINDSEY, J.; BOKOR, J.
JURISDICTION	Third District Court of Appeal of Florida
DECIDED	May 27, 2026
DOCKET	3D24-2242
DISPOSITION	affirmed
PROCEDURAL POSTURE	Universal appealed an amended final judgment entered after a jury verdict in favor of Corniel in a first-party insurance action. Universal challenged the denial of its motion for judgment in accordance with its prior motion for directed verdict.
STANDARD OF REVIEW	De novo review applies to a trial court's ruling on a motion for judgment in accordance with a prior motion for directed verdict. The reviewing court determines whether the jury's damages award is supported by substantial competent evidence, viewing the facts and all reasonable inferences in the light most favorable to the verdict, and does not reweigh the evidence.
PRECEDENTIAL VALUE	published
PARTIES	Universal Property & Casualty Insurance Company v. Rubelina Corniel

TOPICS

insurance coverage

motion for directed verdict

standard of review

damages

appellate procedure

PRACTICE AREAS

insurance

civil procedure

appellate procedure

remedies

QUESTIONS PRESENTED

1. Whether the trial court erred by denying Universal's motion for judgment in accordance with its prior motion for directed verdict because the trial evidence allegedly did not support \$4,093.18 of the jury's \$32,000 damages award.
2. Whether the jury's damages award was supported by substantial competent evidence when viewed in the light most favorable to the verdict.

HOLDINGS

1. The denial was proper because the jury's damages award was supported by substantial competent evidence.

KEY QUOTATIONS

"The factfinder was free to accept Corniel's testimony. We decline – as we must – Universal's invitation to reweigh the evidence." (p. 2)

"Our standard of review compels us to affirm the jury's verdict and, therefore, also the challenged amended final judgment." (p. 2)

FACTUAL BACKGROUND

Corniel was insured by Universal and sustained a covered loss. After Universal paid \$11,558.69 before suit, Corniel pursued additional compensation, and a jury found that Universal had underpaid her and awarded \$32,000. The amended final judgment reduced that amount by the policy deductible and Universal's prior payment.

PROCEDURAL HISTORY

A jury found that Universal had underpaid Corniel for a covered loss and awarded \$32,000. The circuit court entered an amended final judgment applying a \$2,500 deductible and an \$11,558.69 prior payment, resulting in a \$17,941.31 award. The Third District affirmed.

DISPOSITION

affirmed

CASES CITED

- Philip Morris USA, Inc. v. Barbanell, 100 So. 3d 152, 157 (Fla. 4th DCA 2012)

- *Alvarez v. All Star Boxing, Inc.*, 258 So. 3d 508, 512 (Fla. 3d DCA 2018)
- *Forbes v. Millionaire Gallery, Inc.*, 335 So. 3d 1260, 1262 (Fla. 3d DCA 2022)
- *Siegel v. Cross Senior Care, Inc.*, 239 So. 3d 738, 743 (Fla. 3d DCA 2018)
- *Acosta v. Citizens Prop. Ins. Corp.*, 421 So. 3d 716, 720 (Fla. 4th DCA 2025)

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed May 27, 2026. Not final until disposition of timely filed motion for rehearing. _____ No. 3D24-2242 Lower Tribunal No. 20-17511-CA-01 _____ Universal Property & Casualty Insurance Company, Appellant, vs. Rubelina Corniel, Appellee. An Appeal from the Circuit Court for Miami-Dade County, Migna Sanchez-Llorens, Judge.

Russo Lima Appellate Firm, P.A., and Elizabeth K. Russo, for appellant. Law Office of Lazaro Vazquez, P.A., and Lazaro Vazquez, for appellee. Before SCALES, C.J., and LINDSEY and BOKOR, JJ. SCALES, C.J. In this first-party insurance case, appellant Universal Property & Casualty Insurance Company (“Universal”) appeals an April 9, 2025 amended final judgment entered against it after a jury found that Universal had underpaid its insured, appellee Rubelina Corniel, for a covered loss.

Specifically, Universal argues that the trial court erred in denying Universal’s motion for judgment in accordance with its prior motion for a directed verdict because the evidence adduced at trial purportedly does not support \$4,093.18 of the \$32,000 the jury awarded in the verdict.¹ We disagree. “A trial court’s ruling on a motion for judgment in accordance with a prior motion for directed verdict is... reviewed de novo.” *Philip Morris USA, Inc. v. Barbanell*, 100 So.

3d 152, 157 (Fla. 4th DCA 2012). In employing our standard of review, this Court reviews “the jury’s award of damages to see if it is supported by substantial competent evidence viewing the facts and all reasonable inferences in the light most favorable to the verdict.” *Alvarez v. All Star Boxing, Inc.*, 258 So. 3d 508, 512 (Fla. 3d DCA 2018); see also *Forbes v. Millionaire Gallery, Inc.*, 335 So.

3d 1260, 1262 (Fla. 3d DCA 2022) (“When deciding the appropriateness of a directed verdict or JNOV, Florida 1 Consistent with the verdict form, the amended final judgment applied set-off amounts of \$2,500 for the policy’s deductible and \$11,558.69 for Universal’s pre-suit loss payment, resulting in a \$17,941.31 damages award for Corniel. 2 trial and appellate courts use the test of whether the verdict is, for JNOVs, or would be, for directed verdicts, supported by competent, substantial evidence.” (quoting *Siegel v. Cross Senior Care, Inc.*, 239 So.

3d 738, 743 (Fla. 3d DCA 2018))). Universal urges us to focus not on Corniel's unequivocal testimony supporting the jury's verdict, but on the testimony elicited by Universal's cross-examination of Corniel's contractor.

The factfinder was free to accept Corniel's testimony. We decline – as we must – Universal's invitation to reweigh the evidence. See *Acosta v. Citizens Prop. Ins. Corp.*, 421 So. 3d 716, 720 (Fla. 4th DCA 2025). Our standard of review compels us to affirm the jury's verdict and, therefore, also the challenged amended final judgment. *Id.* Affirmed. 3