THIRD DISTRICT COURT OF APPEAL OF FLORIDA

Amy Knights v. Citizens Property Insurance Corporation

Knights · No. No. 3D22-0026 · Decided March 1, 2023

SUMMARY

The Third District Court of Appeal of Florida affirmed a final judgment in favor of Citizens Property Insurance Corporation. The court held that the trial court did not abuse its discretion in rejecting or selecting the jury instructions and verdict form concerning coverage for water-heater damage allegedly excluded as caused by constant, repeated leakage or seepage.

CASE DETAILS

COURT	Third District Court of Appeal of Florida
WRITING FOR THE COURT	Per Curiam; Fernandez, C.J.; Lindsey, J.; Gordo, J.
JURISDICTION	Florida
DECIDED	March 1, 2023
DOCKET	No. 3D22-0026
DISPOSITION	affirmed
PROCEDURAL POSTURE	Amy Knights appealed a final judgment entered for Citizens Property Insurance Corporation after a jury returned a verdict in Citizens' favor in a homeowner's insurance coverage dispute.
STANDARD OF REVIEW	Abuse of discretion
PRECEDENTIAL VALUE	Published opinion
PARTIES	Amy Knights v. Citizens Property Insurance Corporation

TOPICS

insurance coverage · appellate procedure · standard of review · casualty insurance litigation

PRACTICE AREAS

property insurance · civil appellate practice · jury instructions

QUESTIONS PRESENTED

1. Whether the trial court erred by rejecting Knights's proposed jury instructions and verdict form.

2. Whether the trial court used an erroneous jury instruction and verdict form.

HOLDINGS

1. The trial court did not abuse its discretion in rejecting Knights's proposed jury instructions and verdict form or in using the challenged instruction and verdict form.

KEY QUOTATIONS

> *“Finding no abuse of discretion by the trial court, we affirm.”* (2)

FACTUAL BACKGROUND

Knights sought insurance coverage for damages allegedly caused by a water heater leak. Citizens denied coverage, asserting that the leak resulted from constant, repeated leakage or seepage, an excluded cause under the policy. A jury returned a verdict for Citizens.

PROCEDURAL HISTORY

Knights sued Citizens for coverage under her homeowner's insurance policy for damage allegedly caused by a water heater leak. Citizens denied coverage based on the policy's exclusion for constant, repeated leakage or seepage. After a jury verdict for Citizens, the circuit court entered final judgment, which the Third District Court of Appeal affirmed.

DISPOSITION

affirmed

CASES CITED

- St. Paul Mercury Ins. Co. v. Coconut Grove Bank, 106 So. 3d 452, 454 (Fla. 3d DCA 2009)
- Gonzalez v. Rose, 752 So. 2d 39, 41-42 (Fla. 3d DCA 2000)
- Sorrells v. Montesino, 2 So. 3d 297, 299 (Fla. 4th DCA 2008)

OPINION

AMY KNIGHTS v. CITIZENS PROPERTY INSURANCE CORPORATION
PER CURIAM.
Third District Court of Appeal State of Florida Opinion filed March 1, 2023. Not final until disposition of timely filed motion for rehearing. ________________ No. 3D22-0026 Lower Tribunal No. 18-25630 ________________ Amy Knights, Appellant, vs. Citizens Property Insurance Corporation, Appellee. An Appeal from the Circuit Court for Miami-Dade County, Gina Beovides, Judge. Font & Nelson, PLLC, and Jose P. Font, and James C. Thomas (Fort Lauderdale), for appellant. Roig Lawyers, and Abbi Freifeld Carr, and Jeffrey R. Geldens (Deerfield Beach), for appellee. Before FERNANDEZ, C.J., and LINDSEY, and GORDO, JJ. PER CURIAM. Appellant Amy Knights appeals a final judgment entered in favor of Appellee Citizens

Property Insurance Corporation. Knight sued Citizens under her homeowner's insurance policy seeking recovery for damages allegedly caused by a water heater leak. Citizens denied coverage on the basis that the leak was determined to be caused by constant, repeated leakage or seepage, a cause specifically excluded by the policy. A jury returned a verdict in favor of Citizens. Knights argues on appeal that the verdict was a product of error, either because the trial court erroneously rejected her proposed jury instructions and verdict form, or because the trial court used the wrong instruction and verdict form. We disagree. Finding no abuse of discretion by the trial court, we affirm. See St. Paul Mercury Ins. Co. v. Coconut Grove Bank, 106 So. 3d 452, 454 (Fla. 3d DCA 2009); Gonzalez v. Rose, 752 So. 2d 39, 41-42 (Fla. 3d DCA 2000); Sorrells v. Montesino, 2 So. 3d 297, 299 (Fla. 4th DCA 2008). Affirmed. 2
