DISTRICT COURT OF APPEAL OF FLORIDA, SECOND DISTRICT

Clifton Weston and Valona Weston v. Universal Property & Casualty Insurance Company

No. 2D2024-1340 (Fla. 2d DCA Oct. 24, 2025) · No. 2D2024-1340 · Decided October 24, 2025

SUMMARY

The Florida Second District Court of Appeal reversed a final judgment entered for Universal Property & Casualty Insurance Company in a homeowners insurance dispute involving storm-related roof damage. The court held that factual disputes concerning the extent of roof and interior damage, ordinance-or-law coverage, actual cash value, and the insurer's payment obligations should have been submitted to the jury. The case was remanded for a new trial.

CASE DETAILS

COURT	District Court of Appeal of Florida, Second District
WRITING FOR THE COURT	Silberman, J.; Lucas, C.J.; Villanti, J.
JURISDICTION	District Court of Appeal of Florida, Second District
DECIDED	October 24, 2025
DOCKET	2D2024-1340
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a final judgment entered after the trial court granted three directed verdicts in favor of the homeowners insurer in the insureds' breach-of-contract action.
STANDARD OF REVIEW	The court reviews a ruling on a defendant's motion for directed verdict de novo. A directed verdict is proper only when no view of the evidence, or reasonable inference from it, could support a verdict for the nonmoving party; conflicts in the evidence and competing reasonable inferences must be submitted to the jury.
PRECEDENTIAL VALUE	published
PARTIES	Clifton Weston, Valona Weston v. Universal Property & Casualty Insurance Company

TOPICS

insurance coverage · duty to indemnify · breach of contract · motion for directed verdict · appellate procedure

PRACTICE AREAS

property insurance · insurance coverage · civil litigation

QUESTIONS PRESENTED

1. Whether the trial court erred in directing a verdict against the Westons on the ground that they presented no evidence that Universal failed to pay the actual cash value of the covered loss.
2. Whether the policy and section 627.7011(3)(a), Florida Statutes (2020), required the Westons to begin replacing the roof and incur repair expenses before suing for additional amounts after Universal rejected their claim for roof replacement and related damages.
3. Whether the trial court erred in directing a verdict based on Universal's pre-suit estimate and payment when the policy did not require the Westons to provide an actual-cash-value estimate before filing suit.

HOLDINGS

1. The trial court erred in directing a verdict for Universal because the Westons presented evidence from which a reasonable jury could find that Universal failed to pay the actual cash value of the loss.
2. The policy and section 627.7011(3)(a) did not require the Westons to undertake roof replacement or incur repair expenses before suing where Universal rejected their claim that roof replacement and related repairs were covered.
3. The trial court erred in directing a verdict based on Universal's field-adjuster's estimate because the policy did not require the Westons to submit an actual-cash-value estimate before filing suit, and the Westons had submitted repair estimates before suit.

KEY QUOTATIONS

> *"A motion for directed verdict should be granted only where no view of the evidence, or inferences made therefrom, could support a verdict for the nonmoving party."* (at 5)

> *"Neither the insurance policy nor section 627.7011(3)(a) requires an insured to undertake this risk."* (at 8)

> *"Universal's allegedly improper denial of coverage for the roof replacement and repairs to the interior of the home necessitated the Westons' lawsuit"* (at 9)

FACTUAL BACKGROUND

A storm damaged the Westons' roof while their home was insured by Universal. Universal concluded that only twenty-two shingles were damaged and paid $89.65 after applying the policy deductible, while two roofers and the Westons' engineering expert concluded that the roof required replacement and that interior areas also required repair. The Westons submitted repair and replacement estimates and a sworn proof of loss to Universal, which maintained that full roof replacement and related repairs were unnecessary and covered only the limited damage it had identified.

PROCEDURAL HISTORY

The Westons sued Universal over a dispute concerning coverage for storm-related roof and interior damage. After both parties rested at trial, the circuit court entered three directed verdicts for Universal and entered final judgment in its favor. The Westons appealed, and the Second District reversed and remanded for a new trial.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Reverse the final judgment in favor of Universal and remand for a new trial.

CASES CITED

- Lambert v. Emerson, 304 So. 3d 364, 367 (Fla. 2d DCA 2020), aff'd, 374 So. 3d 756 (Fla. 2023)
- James v. City of Tampa, 193 So. 3d 1040, 1042 (Fla. 2d DCA 2016)
- Sims v. Cristinzio, 898 So. 2d 1004, 1005 (Fla. 2d DCA 2005)
- Vazquez v. Citizens Property Insurance Corp., 304 So. 3d 1280, 1285 (Fla. 3d DCA 2020)
- Brito v. Citizens Property Insurance Corp., 415 So. 3d 252, 252-58 (Fla. 2d DCA 2025)
- Goldberg v. Universal Property & Casualty Insurance Co., 302 So. 3d 919, 922 (Fla. 4th DCA 2020)
- Freeman v. Rubin, 318 So. 2d 540, 543 (Fla. 3d DCA 1975)
- Ditlow v. Kaplan, 181 So. 2d 226, 227 (Fla. 3d DCA 1965)