

DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Spartan Services Corp. v. Citizens Property Insurance Corporation

No. 3D25-0289 (Fla. 3d DCA Feb. 4, 2026) · No. 3D25-0289 · Decided February 4, 2026

SUMMARY

The Third District Court of Appeal of Florida held that an assignment of benefits agreement covering post-loss water mitigation services was not invalid under section 627.7152(7) merely because it stated that the insured remained responsible for depreciation. The court reversed the dismissal of Spartan Services Corp.’s breach-of-contract action against Citizens Property Insurance Corporation and remanded for further proceedings, concluding that Spartan had standing based on the valid assignment.

CASE DETAILS

COURT	District Court of Appeal of Florida, Third District
WRITING FOR THE COURT	SCALES, C.J.; LINDSEY, J.; LOBREE, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	February 4, 2026
DOCKET	3D25-0289
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a final order of dismissal with prejudice for lack of standing in an action for breach of contract.
STANDARD OF REVIEW	De novo review of an order dismissing a complaint for failure to state a cause of action and of the trial court's construction of a statute.
PRECEDENTIAL VALUE	Published opinion; precedential under the applicable Florida appellate rules, subject to any rehearing or later appellate review.
PARTIES	Spartan Services Corp. v. Citizens Property Insurance Corporation

TOPICS

- insurance
- assignment and delegation
- statutory interpretation
- appellate procedure
- breach of contract

PRACTICE AREAS

- insurance law
- insurance coverage
- civil procedure
- appellate practice

QUESTIONS PRESENTED

1. Whether an assignment of benefits agreement is invalid under section 627.7152(7), Florida Statutes, because it states that the insured remains responsible for depreciation.
2. Whether Spartan had standing to sue Citizens based on the assignment of benefits agreement.

HOLDINGS

1. Section 627.7152(7)(b) does not prohibit an assignment of benefits agreement from stating that the insured remains responsible for depreciation, and the inclusion of that term neither violates the statute nor invalidates the assignment.
2. Because the assignment of benefits agreement was valid, Spartan had standing to sue Citizens on the insureds' claim.

KEY QUOTATIONS

“Subsection (7)(b), though, contains no such prohibition, and neither explicitly nor implicitly invalidates the AOB. As our sister court did in Well Done Mitigation, we decline Citizens’s invitation to rewrite the statute.” (6)

“Concluding that the AOB is not violative of section 627.7152(7), we reverse the final order dismissing Spartan’s amended complaint and remand for further proceedings consistent with this opinion.” (6)

FACTUAL BACKGROUND

Paula Villa and Maykel Garcia's Miami home was damaged by Hurricane Ian in 2022, and they were insured by Citizens. On December 14, 2022, the homeowners executed an assignment of benefits to Spartan, which later performed water mitigation services and submitted a \$17,272.37 invoice to Citizens. Citizens refused payment, asserting that the assignment was invalid because it stated that the insureds were responsible for depreciation, an item not listed in section 627.7152(7)(b), Florida Statutes.

PROCEDURAL HISTORY

Spartan, a provider of post-loss water mitigation services, sued Citizens in the County Court for Miami-Dade County based on an assignment of benefits from the insured homeowners. The county court concluded that the assignment violated section 627.7152(7), Florida Statutes, and dismissed Spartan's amended complaint with prejudice for lack of standing. Spartan timely appealed.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The final order dismissing Spartan's amended complaint is reversed, and the case is remanded for further proceedings consistent with the opinion.

CASES CITED

- Gables Ins. Recovery, Inc. v. Citizens Prop. Ins. Corp., 261 So. 3d 613, 618 (Fla. 3d DCA 2018)
- Williams Island Ventures, LLC v. de la Mora, 246 So. 3d 471, 475 (Fla. 3d DCA 2018)
- Well Done Mitigation, LLC v. Citizens Property Insurance Corp., 416 So. 3d 365 (Fla. 2d DCA 2025)
- Total Care Restoration, LLC v. Citizens Prop. Ins. Corp., 357 So. 3d 1260, 1266 (Fla. 3d DCA 2023)
- Fla. Dep't of Revenue v. Fla. Mun. Power Agency, 789 So. 2d 320, 324 (Fla. 2001)

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