THIRD DISTRICT COURT OF APPEAL OF FLORIDA

Citizens Property Insurance Corporation v. Elizabeth Diaz

306 So. 3d 280 (Fla. 3d DCA 2026) · No. No. 3D25-1078 · Decided June 17, 2026

SUMMARY

The Third District Court of Appeal of Florida affirmed a nonfinal order denying Citizens Property Insurance Corporation's motion to compel appraisal. The court held that Citizens's appraisal demand failed to comply with the insurance policy's requirement that the demand include an estimate describing the disputed property damage and estimated repair or replacement amounts.

CASE DETAILS

COURT	Third District Court of Appeal of Florida
WRITING FOR THE COURT	SCALES, C.J.; LINDSEY, J.; GORDO, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	June 17, 2026
DOCKET	No. 3D25-1078
DISPOSITION	affirmed
PROCEDURAL POSTURE	Citizens appealed a nonfinal order denying its motion to compel appraisal under a homeowner's insurance policy.
STANDARD OF REVIEW	De novo review of a nonfinal order denying a motion to compel appraisal where the facts are undisputed.
PRECEDENTIAL VALUE	published
PARTIES	Citizens Property Insurance Corporation v. Elizabeth Diaz, et al.

TOPICS

insurance coverage · contracts · appellate jurisdiction · standard of review · preservation of error

PRACTICE AREAS

insurance law · appellate procedure · contract law

QUESTIONS PRESENTED

1. Whether the trial court properly denied Citizens's motion to compel appraisal because its written appraisal demand failed to comply with the policy's requirement that the demand include an estimate of the amount in dispute.
2. Whether the appellate court should decide the asserted interplay between the policy's appraisal provision and section 627.70152(4), Florida Statutes (2024), in the first instance.
3. Whether Citizens's August 20, 2024 correspondence independently triggered the right to appraisal when that argument was not presented to the trial court.

HOLDINGS

1. An insurer cannot compel appraisal when its written appraisal demand fails to include the policy-required estimate of the amount of the dispute supporting its position concerning the covered loss.
2. The court declined to issue an advisory opinion concerning the interplay between the policy's appraisal provision and section 627.70152(4), Florida Statutes (2024).
3. The court declined to consider whether Citizens's August 20, 2024 correspondence was sufficient to trigger appraisal because that argument was not presented to the trial court.

KEY QUOTATIONS

> *"The right to an appraisal is created by the insurance policy and cannot be triggered until both parties have complied with their contractual obligations."* (2)

> *"It is the function of the appellate court to review errors allegedly committed by the trial court, not to entertain for the first time on appeal issues which the complaining party could have and should have, but did not, present to the trial court."* (3)

FACTUAL BACKGROUND

Citizens and its insureds disputed the amount of a covered loss under a homeowner's insurance policy. The policy required any written appraisal demand to include an estimate of the amount of the dispute, including descriptions of disputed damaged property, the extent of damage, and estimated repair or replacement amounts. Citizens's July 30, 2024 written demand for appraisal did not include an estimate supporting its position concerning the underlying dispute.

PROCEDURAL HISTORY

Citizens moved in the County Court for Miami-Dade County to compel appraisal after a dispute concerning the amount of a covered loss. The trial court denied the motion, finding that Citizens's written appraisal demand did not comply with the policy requirement that the demand include an estimate of the amount in dispute. The Third District Court of Appeal reviewed the nonfinal order and affirmed.

DISPOSITION

affirmed

CASES CITED

- People's Tr. Ins. Co. v. Garcia, 263 So. 3d 231, 233 (Fla. 3d DCA 2019)
- People's Tr. Ins. Co. v. Ortega, 306 So. 3d 280, 284 (Fla. 3d DCA 2020)
- Fernandez v. Gonzalez, 405 So. 3d 531, 532 n.1 (Fla. 3d DCA 2025)
- Hernandez v. Kissimmee Police Dep't, 901 So. 2d 420, 421 (Fla. 5th DCA 2005)

OPINION

Citizens Property Insurance Corporation v. Elizabeth Diaz

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed June 17, 2026. Not final until disposition of timely filed motion for rehearing. ________________ No. 3D25-1078 Lower Tribunal No. 24-204855-CC-20 ________________ Citizens Property Insurance Corporation, Appellant, vs. Elizabeth Diaz, et al., Appellees. An Appeal from a non-final order from the County Court for Miami- Dade County, Gordon Murray, Judge. Traub Lieberman Straus & Shrewsberry LLP, and C. Ryan Jones and David T. Burr (St. Petersburg), for appellant. Law Office of Chad A. Barr, P.A., and Chad A. Barr and Dalton L. Gray (Altamonte Springs), for appellees. Before SCALES, C.J., and LINDSEY and GORDO, JJ. SCALES, C.J. In this first-party insurance case, Citizens Property Insurance Corporation ("Citizens") appeals the trial court's May 6, 2025 nonfinal order that denies its December 17, 2024 motion to compel an appraisal.1 The trial court determined that, in seeking appraisal for its insureds' covered loss, Citizens had failed to comply with its homeowner's insurance policy's clear and unambiguous requirement that a party's appraisal demand "shall include an estimate of the amount of any dispute that results from the covered cause of loss."2 1 We have jurisdiction to review this nonfinal order, see Fla. R. App. P. 9.130(a)(3)(C)(iv), that we review de novo. See People's Tr. Ins. Co. v. Garcia, 263 So. 3d 231, 233 (Fla. 3d DCA 2019) (applying a de novo standard of review to a nonfinal order denying a motion to compel appraisal where the facts are undisputed). 2 The subject policy's appraisal provision provides, in relevant part, as follows:

2. Appraisal.

Appraisal is an alternative dispute resolution method to address and resolve disagreement regarding the amount of the covered loss. a. If you or an "assignee" of the Policy benefits, and we fail to agree on the amount of loss, either party may demand an appraisal of the loss. If you, an "assignee" of the Policy benefits, or we demand appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss. 2 We affirm the challenged order because the record plainly evidences that Citizens's July 30, 2024 written demand for appraisal to its insureds failed to comply with the subject insurance policy's requirement that its appraisal demand include an estimate supporting its position with respect to the underlying dispute between the parties. See People's Tr. Ins. Co. v. Ortega, 306 So. 3d 280, 284 (Fla. 3d DCA 2020) ("The right to an appraisal is created by the insurance policy and cannot be triggered until both parties have complied with their contractual obligations.”).3 b. The estimate in 2.a. above shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace each item. 3 In this appeal, Citizens seeks what amounts to an advisory opinion regarding the interplay between its insurance policy’s appraisal provision and the statutory requirement that an insurer respond to an insured’s notice of intent to initiate litigation within ten business days of receiving the notice. See § 627.70152(4), Fla. Stat. (2024). We decline Citizens’s invitation to delve into this area in the first instance. See Fernandez v. Gonzalez, 405 So. 3d 531, 532 n.1 (Fla. 3d DCA 2025). Citizens also seeks a determination by this Court that Citizens’s August 20, 2024 correspondence to its insureds, by itself, was sufficient to trigger an appraisal in this case. Because this argument was not presented to the trial court, we decline to address, much less decide, this issue in the first instance. See Hernandez v. Kissimmee Police Dep’t, 901 So. 2d 420, 421 (Fla. 5th DCA 2005) (“It is the function of the appellate court to review errors allegedly committed by the trial court, not to entertain for the first time on appeal issues which the complaining party could have and should have, but did not, present to the trial court.”). 3 Affirmed. 4