

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

CITIZENS PROPERTY INSURANCE)
CORPORATION,)

Appellant,)

v.)

MIGDALIA CABRERA and PEDRO)
GARCIA,)

Appellees.)
_____)

Case No. 2D14-4337

Opinion filed April 29, 2016.

Appeal from the Circuit Court for
Hillsborough County; Sam D. Pendino,
Judge.

Kara Berard Rockenbach and David A.
Noel of Methe & Rockenbach, P.A., West
Palm Beach; and Terese M. Latham and
David R. Bear of McIntosh, Sawran &
Cartaya, P.A., Maitland, for Appellant.

Kimberly Hendee and Michael V. Laurato
of Austin & Laurato, Tampa, for Appellee.

CRENSHAW, Judge.

Citizens Property Insurance Corporation challenges a final judgment for
money damages entered in favor of its insureds, Migdalia Cabrera and Pedro Garcia,
following a jury trial after Citizens denied coverage on the basis that the damage to the

insureds' home was not caused by sinkhole activity. Citizens raises several issues but only two have merit; we affirm the other issues without comment. First, Citizens argues that the trial court erred in denying its motion to require the insureds to enter into a contract for subsurface repairs before entering a money judgment. We agree. This court has recently explained that in coverage disputes such as the one at issue here, once the jury finds that the insured sustained a covered loss, "the trial court [is] obligated to enforce the contract, including the policy's restrictions on Citizens' obligations to pay for the cost of the repair for subsurface damages." Citizens Prop. Ins. Corp. v. Amat, 41 Fla. L. Weekly D448, D450 (Fla. 2d DCA Feb. 19, 2016); see also Tower Hill Select Ins. Co. v. McKee, 151 So. 3d 2, 4 (Fla. 2d DCA 2014), reh'g granted (Oct. 27, 2014), review denied, 163 So. 3d 511 (Fla. 2015).

Second, Citizens argues the trial court erred in awarding the insureds prejudgment interest. The verdict form asked the jury to write a number on a blank line that would represent "the total amount of money necessary to stabilize the land and building, repair the foundation, and restore the insured property to the condition it was in had the sinkhole loss not occurred." On the blank line, the jury wrote \$160,000. Over Citizens' objection, the trial court then entered a final judgment awarding the insureds the \$160,000 in addition to \$54,450.61 in prejudgment interest for a total of \$214,450.61. But as in Amat, 41 Fla. L. Weekly at D450, and Citizens Property Insurance Corp. v. Alvarez, 40 Fla. L. Weekly D2428, D2429 (Fla. 2d DCA Oct. 30, 2015), there is no indication in the record that the jury was determining the amount of the loss for a date other than the date of the verdict. Because there was no earlier fixed date of loss established from which to calculate prejudgment interest, the trial court

erred in awarding prejudgment interest. See Amat, 41 Fla. L. Weekly D448; Alvarez, 40 Fla. L. Weekly D2428.

Accordingly, we reverse the final judgment to the extent that it awarded money damages for subsurface repairs without requiring the insureds to enter into a contract for those repairs. We also reverse the award of prejudgment interest. We affirm the final judgment in all other respects.

Affirmed in part, reversed in part, and remanded.

NORTHCUTT and BLACK, JJ., Concur.