IN THE COUNTY COURT OF THE SECOND JUDICIAL CIRCUIT IN AND FOR LEON COUNTY, FLORIDA

CASE NUMBER: 2017 CC 001806

GRAHAM'S CARPET CLEANING AND RESTORATION, LLC A/A/O ANGELO VACCARO,

Plaintiff,

vs.

CITIZENS PROPERTY INSURANCE CORPORATION,

Defendant.

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ORDER ON DEFENDANT'S MOTION FOR RECONSIDERATION

THIS CAUSE, coming on to be heard upon Defendant's Motion For Reconsideration, it is therefore

ORDERED AND ADJUDGED as follows:

- Defendant's Motion For Reconsideration is **DENIED**.
- The reasonableness of Plaintiff's invoice for emergency services rendered does not present an appraisable "amount of loss" issue. *See Restoration 1 Of South Florida, LLC., v. Geovera Specialty Insurance Co.*, 22 Fla. L. Weekly Supp. 373c (Fla. Aug. 21, 2014), *affirmed, Geovera Specialty Insurance Co. v. Restoration 1 Of South Florida, LLC*, 14-418 AP (Fla. Nov. 2, 2016); *Weiss v. Insurance Co. of Pa.*, 497 So.2d 285 (Fla. 3d DCA 1986); *Delisfort v. Progressive Express Ins. Co.*, 785 So.2d 734 (Fla. 4th DCA 2001); *Black's Law Dictionary* (6th Ed. 1990) (Defining the "amount of loss" as "the diminution, destruction, or defeat of the value of, or of the charge upon, the insured subject to the assured, by the direct

consequence of the operation of the risk insured against, according to its value in the policy, or in contribution for loss, so far as its value is covered by the insurance").

- The **Reasonable Emergency Measures** clause of the subject policy controls and provides coverage, in part, for incurred costs from "the reasonable emergency measures necessary to protect the covered property from further damage."
- The **Reasonable Emergency Measures** clause specifically mentions and is subject to **SECTION 1- CONDITIONS B. Duties After Loss**; however, it is devoid of any mention of the condition of appraisal listed in **SECTION 1- CONDITIONS F. Mediation and Appraisal.** If Defendant intended the appraisal provision listed in **SECTION 1- CONDITIONS F. Mediation and Appraisal** to apply to emergency services, it would have included it in the **Reasonable Emergency Measures** clause along with the other conditions listed in **SECTION 1- CONDITIONS B. Duties After Loss.**
- In light of the specific facts of this case, a justiciable issue remains regarding the reasonableness of Plaintiff's invoice for emergency services rendered.

DONE AND ORDERED at TALLAHASSEE, LEON COUNTY, FLORIDA, this 25th day of MAY, 2018

JUDGE RONALD FLURY

Cc.: Imran Malik, Esq.
Nancy Stein-McCarthy, Esq.