

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

ALEXANDER MARINE CO., LTD.,
Appellant,

v.

FUBON INSURANCE COMPANY, LTD,
Appellee.

No. 4D2025-2413

[September 16, 2026]

Appeal from the Circuit Court for the Seventeenth Judicial Circuit, Broward County; Michael A. Robinson, Judge; L.T. Case No. 062024CA010770AXXXCE.

Robert D. McIntosh and Cameron W. Eubanks of Fowler White Burnett, P.A., Miami, for appellant.

Neil Bayer and Chase Jansson of Campbell Johnston Clark, Coral Gables, for appellee.

SHEPHERD, J.

Alexander Marine Co., Ltd. (“Alexander Marine”), appeals a final order dismissing its complaint against Fubon Insurance Company, Ltd. (“Fubon”), based on a forum-selection provision contained in the parties’ marine insurance policies. Because the provision is permissive, not mandatory, we reverse.

Background

Alexander Marine is a Taiwanese business entity that manufactures and sells yachts. Fubon is a Taiwanese insurance company. The parties entered into two marine insurance policies relating to the shipment of three yachts from Kaohsiung, Taiwan, to Port Everglades, Florida.

The first policy was an open cargo policy covering a series of shipments during the policy period. The second was a shipment-specific policy covering the one-time shipment of three yachts. Both policies provided: “Subject to Taiwanese Law and Jurisdiction if the policy [sic] dispute.”

During the shipment, a fire aboard the transport vessel destroyed two yachts and damaged the third. The third yacht was later placed on another cargo ship bound for Port Everglades, but the ship was diverted to Tampa. There, the yacht sustained additional damage when it was dropped during offload.

Alexander Marine submitted claims to Fubon for the fire damage to the first two yachts and the drop damage to the third yacht. A dispute arose regarding the amount payable under the policies, and Alexander Marine filed suit in Broward County, asserting two counts for breach of contract.

Fubon moved to dismiss the complaint based on the policies' forum-selection provision and, alternatively, forum non conveniens. Alexander Marine opposed dismissal, arguing that the provision did not make jurisdiction exclusive in Taiwan and, at most, was ambiguous. Alexander Marine also argued that the provision did not apply because the parties' dispute concerned the loss amount, not the policy itself.

The trial court granted Fubon's motion to dismiss. After Alexander Marine sought clarification, the trial court entered an order stating that dismissal was based solely on the forum-selection provision, and that the court had made no findings on Fubon's alternative forum non conveniens argument. This appeal followed.

Analysis

We review de novo a trial court's interpretation of a contractual forum-selection provision. *R.S.B. Ventures, Inc. v. Berlowitz*, 201 So. 3d 719, 720 (Fla. 4th DCA 2016).

As a threshold matter, Fubon argues that Alexander Marine failed to preserve its argument that the provision is permissive because Alexander Marine did not use the word "permissive" below. We disagree.

"In order to be preserved for further review by a higher court, an issue must be presented to the lower court and the specific legal argument or ground to be argued on appeal or review must be part of that presentation if it is to be considered preserved." *Sunset Harbour Condo. Ass'n v. Robbins*, 914 So. 2d 925, 928 (Fla. 2005) (quoting *Tillman v. State*, 471 So. 2d 32, 35 (Fla. 1985)).

Although preservation does not require the use of particular "magic words," the argument must be sufficiently specific to inform the trial court

of the issue to be decided. See *H.R. v. State*, 298 So. 3d 1217, 1221 (Fla. 3d DCA 2020) (citing *Sunset Harbour Condo Ass’n*, 914 So. 2d at 928); *Ellison v. Willoughby*, 373 So. 3d 1117, 1120 (Fla. 2023) (citing *Williams v. State*, 414 So. 2d 509, 512 (Fla. 1982)).

Here, Alexander Marine preserved its argument. In opposing dismissal, Alexander Marine argued that the provision “does not say jurisdiction is exclusive in Taiwan, and is at best ambiguous.” That argument directly challenged the provision’s exclusivity. The argument on appeal is substantially the same—the provision lacks language requiring litigation to proceed exclusively in Taiwan. Because Alexander Marine’s argument below was sufficiently specific to alert the trial court to its contention that the provision was not exclusive, the issue was preserved.

On the merits, Florida courts distinguish between mandatory and permissive forum-selection clauses. A mandatory forum-selection clause requires litigation to be brought in a particular forum. *Garcia Granados Quinones v. Swiss Bank Corp. (Overseas), S.A.*, 509 So. 2d 273, 274 (Fla. 1987). A permissive clause, by contrast, constitutes consent to jurisdiction and venue in the named forum, but does not exclude jurisdiction or venue elsewhere. *Id.*; *R.S.B. Ventures*, 201 So. 3d at 720.

A trial court generally must enforce a mandatory forum-selection clause absent a showing that enforcement would be unreasonable or unjust. See *R.S.B. Ventures*, 201 So. 3d at 721; *H. Gregory 1, Inc. v. Cook*, 222 So. 3d 610, 611 (Fla. 4th DCA 2017) (citing *Michaluk v. Credorax (USA), Inc.*, 164 So. 3d 719, 722–23 (Fla. 3d DCA 2015)). A permissive clause, however, does not require dismissal merely because the clause permits suit in another forum. See *Garcia Granados Quinones*, 509 So. 2d at 275.

Whether a forum-selection clause is mandatory turns on the language used by the parties. Courts examine the provision for words of exclusivity. *Golden Palm Hospitality, Inc. v. Stearns Bank Nat’l Ass’n*, 874 So. 2d 1231, 1236 (Fla. 5th DCA 2004). Absent such language, the clause is considered permissive. *Id.* Words or phrases such as “shall,” “must,” “exclusive,” or “only” generally indicate that the selected forum is mandatory. See, e.g., *Venus Concept USA, Inc. v. Angelic Body, LLC*, 362 So. 3d 258, 262–63 (Fla. 2d DCA 2023); *H. Gregory 1*, 222 So. 3d at 611. We have also recognized that the use of the definite article “the” before “venue” may indicate exclusivity, because “the” refers to a single forum to the exclusion of others. See *Golf Scoring Sys. Unlimited, Inc. v. Remedio*, 877 So. 2d 827, 829 (Fla. 4th DCA 2004); *R.S.B. Ventures*, 201 So. 3d at 721.

Here, the provision states only that a policy dispute is “[s]ubject to Taiwanese Law and Jurisdiction.” The provision does not state: suit “shall” or “must” be brought in Taiwan; Taiwan has “exclusive” jurisdiction; disputes must be litigated “only” in Taiwan; or any other language demonstrating that Taiwan is the sole permissible forum.

Fubon argues that the provision should nevertheless be treated as mandatory, because it identifies Taiwanese jurisdiction for policy disputes. But identifying a forum is not the same as requiring that forum to the exclusion of all others. *See Golden Palm Hospitality*, 874 So. 2d at 1236. Without clear language demonstrating that the parties intended Taiwan to be the exclusive forum, the provision operates only as consent to Taiwanese jurisdiction. *See Garcia Granados Quinones*, 509 So. 2d at 274–75.

Because the forum-selection provision is permissive rather than mandatory, the trial court erred in dismissing Alexander Marine’s complaint based solely on the provision.

We need not decide whether this action falls within the phrase “policy dispute.” Even assuming the forum selection provision applies to the parties’ dispute, the provision does not mandate litigation in Taiwan and therefore cannot support dismissal on that basis.

Nor do we address Fubon’s alternative forum non conveniens argument. The trial court expressly stated that it made no findings on that issue. Because we do not have any forum non conveniens ruling to review, and because such a determination requires findings regarding the alternative forum’s adequacy and the relevant private and public interest factors, that issue remains for the trial court to consider if appropriate. *Owens-Corning Fiberglas Corp. v. Ballard*, 739 So. 2d 603, 605 (Fla. 4th DCA 1998), *approved*, 749 So. 2d 483 (Fla. 1999).

Reversed and remanded.

LOTT, J., and COATES, JR., HOWARD K., Associate Judge, concur.

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Not final until disposition of timely-filed motion for rehearing.