

Third District Court of Appeal

State of Florida

Opinion filed August 26, 2026.
Not final until disposition of timely filed motion for rehearing.

No. 3D24-2247
Lower Tribunal No. 19-20323-CA-01

Citizens Property Insurance Corporation,
Appellant,

vs.

Jorge Diaz and Sandra Diaz,
Appellees.

An Appeal from the Circuit Court for Miami-Dade County, Reemberto Diaz, Judge.

De Novo, and Kathryn L. Ender, for appellant.

Mintz Truppman, P.A., and Timothy H. Crutchfield, for appellees.

Before SCALES, C.J., and LOGUE and BOKOR, JJ.

LOGUE, J.

Citizens Property Insurance Company appeals a final judgment entered in favor of their insureds, Jorge Diaz and Sandra Diaz (collectively,

“Insureds”), consistent with the jury’s verdict. We affirm.

Based on our de novo review, see Sec. First Ins. Co. v. Moreno, 427 So. 3d 594, 597 n.2 (Fla. 3d DCA 2026), we reject Citizens’ contention that the trial court erred by denying its motion for directed verdict. “A trial court should grant a motion for directed verdict when the evidence, viewed in the light most favorable to the non-moving party, shows that a jury could not reasonably differ about the existence of a material fact and the movant is entitled to judgment as a matter of law.” Sec. First Ins. Co., 427 So. 3d at 597 n.2 (quoting Meruelo v. Mark Andrew of Palm Beaches, Ltd., 12 So. 3d 247, 250 (Fla. 4th DCA 2009)).

With this standard in mind, and based on our review of the trial testimony and evidence, the Insureds met their burden of establishing an exception to an exclusion—that the damage caused by the constant or repeated seepage or leakage of water from the air conditioning system was both unknown to the Insureds and “hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.” See E. Fla. Hauling, Inc. v. Lexington Ins. Co., 913 So. 2d 673, 678 (Fla. 3d DCA 2005) (“If there is an exception to the exclusion, the burden once again is placed on the insured to demonstrate the exception to the exclusion.”).

Finally, we have considered the remaining arguments raised by

Citizens and conclude that the issues do not merit reversal. Therefore, we affirm the trial court's final judgment entered in favor of the Insureds.

Affirmed.