

Third District Court of Appeal

State of Florida

Opinion filed July 30, 2026.
Not final until disposition of timely filed motion for rehearing.

No. 3D25-0065
Lower Tribunal No. 24-2540-CA-01

Cecilia S. Pino, et al.,
Appellants,

vs.

Hudson Excess Insurance Company, et al.,
Appellees.

An Appeal from the Circuit Court for Miami-Dade County, Vivianne del Rio, Judge.

Ver Ploeg & Marino, P.A., and Robert P. Major and Benjamin C. Hassebrock and Derrick S. Natal (Orlando), for appellants.

Hinshaw & Culbertson LLP and Sarah Hafeez and Carol M. Rooney (Ft. Lauderdale); Insurance Advisors and Consultants LLC and Ronald L. Kammer; De Novo and Kathryn L. Ender, for appellees.

Before SCALES C.J., and LINDSEY and GORDO, JJ.

PER CURIAM.

Affirmed. See Glenn v. Roberts, 95 So. 3d 271, 272 (Fla. 3d DCA 2012) (“A motion for judgment on the pleadings may be granted only if the moving party is clearly entitled to a judgment as a matter of law.”); Fontainebleau Florida Hotel LLC v. Westchester Surplus Lines Ins. Co., 408 So. 3d 862, 864 (Fla. 3d DCA 2025) (“[I]n construing insurance policies, courts should read each policy as a whole, endeavoring to give every provision its full meaning.... Where the policy language is plain and unambiguous, no special rule of construction or interpretation applies, and the court should give the plain language in the contract the meaning it clearly expresses.”); Aiello v. ASI Preferred Corp., 315 So. 3d 713, 719 (Fla. 4th DCA 2021) (“[T]he Watercraft Exclusion and severability clause at issue in this case use the term ‘*an* insured’ rather than ‘*the* insured.’ Courts have repeatedly recognized that ‘an insured’ and ‘the insured’ are distinct and have separate meanings; ‘an’ means ‘any’ and ‘the’ means a specific insured.” (emphasis in original)); Acceleration Nat. Serv. Corp. v. Brickell Fin. Servs. Motor Club, Inc., 541 So. 2d 738, 739 (Fla. 3d DCA 1989) (holding that in a contract “‘any’ is often synonymous with ‘either,’ ‘every,’ or ‘all’” and “‘any’ is defined as ‘[o]ne or another without restriction or exception’” (internal citations omitted))).