

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

PROGRESSIVE AMERICAN
INSURANCE COMPANY,

Appellant,

v.

Case No. 5D14-2932

JOHN GROSSI and JUDY GROSSI,

Appellees.

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Opinion filed May 29, 2015

Appeal from the Circuit Court
for Marion County,
Steven G. Rogers, Judge.

Robert I. Buchsbaum, of Kramer, Green,
Zuckerman, Greene and Buchsbaum, P.A.,
Hollywood, for Appellant.

Steven M. Brady, of The Brady Law Firm,
Winter Park, and Nicholas A. Shannin, of
The Shannin Law Firm, Orlando, for
Appellee.

PER CURIAM.

Progressive American Insurance Company (“Progressive”) appeals a final summary judgment in favor of John and Judy Grossi. The underlying dispute involves Progressive’s denial of the Grossis’ claim for uninsured/underinsured motorist (“U.M.”) coverage following an automobile accident. John Grossi was the named insured and Judy Grossi was an additional driver under the policy. While the policy was in effect, over a

three-year period, Judy Grossi made numerous coverage modifications to the policy, and John Grossi reaped the benefits of those modifications with reduced premiums. After each change was made, John Grossi was sent a policy declaration reflecting the changes. He never challenged the authority of his wife to make any of the changes. One of the latest modifications was Judy Grossi's rejection of U.M. coverage.

Essentially, this dispute centers on Judy Grossi's authority to reject that coverage. Progressive argues that Judy Grossi acted as either her husband's actual or apparent agent and, as an agent, had the authority to reject the U.M. coverage. In response, the Grossis argue, *inter alia*, that only John Grossi, as the named insured, could reject U.M. coverage and that Judy Grossi lacked actual or apparent authority to reject the coverage. We disagree that John Grossi could not reject U.M. coverage through an agent, specifically his wife. Ample evidence supports Progressive's contention that Judy Grossi acted as her husband's agent in modifying the coverage of the policy. At the very least, there are disputed issues of material fact.

REVERSED AND REMANDED.

TORPY, C.J., LAWSON and COHEN, JJ., concur.