

IN THE DISTRICT COURT OF APPEAL  
FIRST DISTRICT, STATE OF FLORIDA

FLORIDA FARM BUREAU  
CASUALTY INSURANCE CO.,

Appellant,

v.

CASE NO. 1D05-4111

EUGENE A. COX and DEBRA  
COX,

Appellees.

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Opinion filed December 15, 2006.

An appeal from the Circuit Court for Santa Rosa County.

R. V. Swanson, Judge.

Mark J. Upton, Esquire of Daniell, Upton, Perry & Morris, P.C., Daphne, AL, Elliot H. Scherker, Esquire, Elliot B. Kula, Esquire, of Greenberg Traurig, P.A., for Appellant.

Gregory M. Shoemaker, Esquire of Schofield, Wade, Roane & Shoemaker, P.A., Pensacola and Louis K. Rosenbloum, Esquire of Louis K. Rosenbloum, P.A., Pensacola, for Appellees.

Charles F. Beall, Jr., Esquire of Moore, Hill & Westmoreland, P.A., Pensacola, for Amicus Curiae Helping Hands Legal Center.

**ON APPELLANT'S MOTION FOR REHEARING, MOTION FOR  
REHEARING EN BANC, AND/OR MOTION FOR CERTIFICATION**

PER CURIAM.

Appellant's motion is granted to the extent that we certify the following

question to the Florida Supreme Court as a question of great public importance:

DOES SECTION 627.702(1), FLORIDA STATUTES (2004), REFERRED TO AS THE VALUED POLICY LAW, REQUIRE AN INSURANCE CARRIER TO PAY THE FACE AMOUNT OF THE POLICY TO AN OWNER OF A BUILDING DEEMED A TOTAL LOSS WHEN THE BUILDING IS DAMAGED IN PART BY A COVERED PERIL BUT IS SIGNIFICANTLY DAMAGED BY AN EXCLUDED PERIL?

The motion is otherwise denied.

BENTON, POLSTON, and THOMAS, JJ., CONCUR.