

IN THE SECOND DISTRICT COURT OF APPEAL, LAKELAND, FLORIDA

June 17, 2015

FLORIDA INSURANCE GUARANTY)
ASSOCIATION,)
)
Appellant,)
)
v.)
)
DAVID RODRIGUEZ,)
)
Appellee.)
_____)

Case No. 2D13-5451

BY ORDER OF THE COURT:

Appellee's motion for certification is granted. The prior opinion dated February 25, 2015, is withdrawn, and the attached opinion is issued in its place.

I HEREBY CERTIFY THE FOREGOING IS A
TRUE COPY OF THE ORIGINAL COURT ORDER.

JAMES BIRK HOLD, CLERK

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

FLORIDA INSURANCE GUARANTY)
ASSOCIATION,)
)
Appellant,)
)
v.)
)
DAVID RODRIGUEZ,)
)
Appellee.)
_____)

Case No. 2D13-5451

Opinion filed June 17, 2015.

Appeal pursuant to Fla. R. App. P.
9.130 from the Circuit Court for Pasco
County; W. Lowell Bray, Judge.

Hinda Klein and Diane H. Tutt of
Conroy, Simberg, Ganon, Krevans,
Abel, Lurvey, Morrow & Schefer, P.A.,
Hollywood, for Appellant.

Robert E. Biasotti, Annette Marie Lang,
and Christine R. O'Shea of Biasotti and
Associates, St. Petersburg, for
Appellee.

KELLY, Judge.

In this nonfinal appeal pursuant to Florida Rule of Appellate Procedure
9.130(3)(C)(iv), Florida Insurance Guaranty Association (FIGA) challenges the trial court

order compelling it to participate in appraisal of a sinkhole claim. For the reasons expressed by this court in Florida Insurance Guaranty Ass'n v. de la Fuente, 158 So. 3d 675 (Fla. 2d DCA 2015), we reverse the order compelling appraisal and remand for further proceedings. As in de la Fuente, we certify the following questions to the Florida Supreme Court as questions of great public importance:

I. DOES THE DEFINITION OF "COVERED CLAIM" IN SECTION 631.54(3), FLORIDA STATUTES, EFFECTIVE MAY 17, 2011, APPLY TO A SINKHOLE LOSS UNDER A HOMEOWNERS' POLICY THAT WAS ISSUED BY AN INSURER BEFORE THE EFFECTIVE DATE OF THE NEW DEFINITION WHEN THE INSURER WAS ADJUDICATED TO BE INSOLVENT AFTER THE EFFECTIVE DATE OF THE NEW DEFINITION?

II. DOES THE STATUTORY PROVISION LIMITING FIGA'S MONETARY OBLIGATION TO THE AMOUNT OF ACTUAL REPAIRS FOR A SINKHOLE LOSS PRECLUDE AN INSURED FROM OBTAINING AN APPRAISAL AWARD DETERMINING THE "AMOUNT OF LOSS" IN ACCORDANCE WITH THE TERMS OF THE HOMEOWNERS' POLICY OF INSURANCE?

Reversed and remanded for further proceedings; questions certified.

CRENSHAW and BLACK, JJ., Concur.