

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

PAMELA GOINS,

Appellant,

v.

Case No. 5D18-3546

PRAETORIAN INSURANCE COMPANY,

Appellee.

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Opinion filed September 4, 2020

Appeal from the Circuit Court  
for Orange County,  
Kevin B. Weiss, Judge.

Melissa A. Giasi, of Giasi Law, P.A.,  
Tampa, for Appellant.

Scott P. Yount, Joseph W. Gelli, and Robert  
T. Vorhoff, of Garrison, Yount, Forte &  
Mulcahy, L.L.C., Tampa, for Appellee.

PER CURIAM.

The issue in this case is whether Pamela Goins was an intended third-party beneficiary under the terms of the policy of insurance. To qualify as a third-party beneficiary, there must be: "(1) existence of a contract; (2) the clear or manifest intent of the contracting parties that the contract primarily and directly benefit the third party; (3) breach of the contract by a contracting party; and (4) damages to the third party resulting from the breach." Mendez v. Hampton Court Nursing Ctr., LLC, 203 So. 3d 146, 148 (Fla.

2016) (quoting Found. Health v. Westside EKG Assocs., 944 So. 2d 188, 194–95 (Fla. 2006)). A party may qualify as a third-party beneficiary only if the contracting parties, or the contract itself, exhibits an intent to primarily and directly benefit the third party. Dingle v. Dellinger, 134 So. 3d 484, 488 (Fla. 5th DCA 2014). The best evidence of the parties' intention is the contract's plain language. Whitley v. Royal Trails Prop. Owners' Ass'n, 910 So. 2d 381, 383 (Fla. 5th DCA 2005).

The language of this specific policy provided, "The contract of insurance is only between the NAMED INSURED and Praetorian Insurance Company. There is no contract of insurance between the BORROWER and Praetorian Insurance Company." We find the language of the policy of insurance clearly reflects that Goins, the borrower, was not intended to primarily and directly benefit from the policy of insurance, and it is not the role of this Court to rewrite the terms of the contract.<sup>1</sup> We affirm.

AFFIRMED.

COHEN, WALLIS and EDWARDS, JJ., concur.

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<sup>1</sup> We do not address the public policy argument raised on appeal as it was not properly raised below.