

Third District Court of Appeal

State of Florida

Opinion filed June 3, 2020.
Not final until disposition of timely filed motion for rehearing.

No. 3D19-1242
Lower Tribunal No. 18-20599

People's Trust Insurance Company,
Appellant,

vs.

Michael Abreu and Jessica Abreu,
Appellees.

An appeal from a nonfinal order from the Circuit Court for Miami-Dade County, Thomas J. Rebull, Judge.

Bazinsky, Korman & Baker, P.A., and Catherine Galvis, and Stephen W. Bazinsky (Plantation), for appellant.

Tirado-Luciano & Tirado, and Monica Tirado, for appellees.

Before EMAS, C.J., and SALTER, and MILLER, JJ.

PER CURIAM.

Affirmed. See Preferred Mut. Ins. Co. v. Martinez, 643 So. 2d 1101, 1102 (Fla. 3d DCA 1994) (“Several courts have construed appraisal provisions in insurance policies and have treated these provisions as arbitration provisions.”) (citations omitted); see also Best v. Educ. Affiliates, Inc., 82 So. 3d 143, 146 (Fla. 4th DCA 2012) (“When there is a question of the validity of the . . . agreement, the court must find that a valid . . . agreement exists.”); Operis Grp., Corp. v. E.I. at Doral, LLC, 973 So. 2d 485, 488 (Fla. 3d DCA 2007) (“[C]hallenges specifically [to] the validity of the agreement to [appraisal] . . . are to be decided by the court.”) (citations omitted); Houchins v. King Motor Co. of Fort Lauderdale, Inc., 906 So. 2d 325, 329 (Fla. 4th DCA 2005) (“Where the evidence is undisputed, no evidentiary hearing is necessary. However, here the evidence was disputed as to the validity of the . . . agreement[] . . . and therefore an evidentiary hearing was required.”); Wrightson v. ITT Fin. Servs., 617 So. 2d 334, 336 (Fla. 1st DCA 1993) (“In order to grant the . . . motion to compel [appraisal] the trial court would have had to find under ordinary summary judgment standards that no substantial question of fact existed as to the validity of the . . . agreement[.]”).