

NOT FINAL UNTIL TIME EXPIRES
TO FILE REHEARING MOTION
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
JANUARY TERM, 2003

LIBERTY MUTUAL FIRE
INSURANCE COMPANY,

**

Appellant,

**

vs.

**

CASE NO. 3D02-3012

**

BUENAVENTURA LAKES SHOPPING
CENTER, INC., etc.,

**

LOWER
TRIBUNAL NO. 00-15469

Appellee.

Opinion filed June 4, 2003.

An Appeal from the Circuit Court for Miami-Dade County, Ellen
L. Leesfield, Judge.

Butler Pappas Weihmuller Katz Craig and Scott J. Frank, for
appellant.

Gilbride, Heller & Brown, Lawrence R. Heller and Rosana E.
Hernandez, for appellee.

Before SCHWARTZ, C.J., and GODERICH and GREEN, JJ.

PER CURIUM.

The defendant, Liberty Mutual Fire Insurance Company [Liberty

Mutual], appeals from an adverse final judgment. A review of the record shows that Liberty Mutual had notice of the loss, that there was a disagreement about the amount of the loss, and that therefore the amount of the loss was properly submitted to the appraisal panel. U.S. Fid. & Guar. Co. v. Romy, 744 So. 2d 467 (Fla. 3d DCA 1999). Further, we find that Liberty Mutual's assertion that an exclusion precludes coverage for the loss is without merit.

Accordingly, we affirm.