

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
JANUARY TERM A.D., 2005

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| KEITH DIAMOND and DEBORAH DIAMOND, | ** | |
| | ** | |
| Appellants/ Cross-Appellees, | ** | CASE NO. 3D03-1206 |
| vs. | ** | |
| | ** | |
| THE AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CT., et al., | ** | LOWER TRIBUNAL CASE NO. 99-20328 |
| Appellees/ Cross-Appellants. | ** | |

Opinion filed January 19, 2005.

An Appeal from the Circuit Court for Miami-Dade County,
Margarita Esquiroz, Judge.

Ginsberg & Schwartz and Arnold R. Ginsberg; Simon &
Dondero, for appellants/cross-appellees.

Hinshaw & Culbertson and Gina Caruso Albanese and Andrew
Grigsby and Marissa I. Delinks (Ft. Lauderdale), for
appellees/cross-appellants.

Before GREEN, FLETCHER, and WELLS, JJ.

ON MOTION FOR REHEARING and MOTION FOR CLARIFICATION

PER CURIAM.

The opinion filed October 27, 2004 is withdrawn, and the
following is substituted in its place.

We reverse the trial court's order which struck The Automobile Insurance Company of Hartford, Ct.'s proposal for settlement in an action by the Diamonds under a valuable items policy. See U.S. Security Ins. Co. v. Cahuasqui, 760 So. 2d 1101 (Fla. 3d DCA 2000), rev. dismissed, 796 So. 2d 532 (Fla. 2001) (The offer of judgment statute applies to all civil actions for damages.).

The motion for clarification is denied.

Reversed and remanded for further proceedings consistent herewith.