

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

IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA

THIRD DISTRICT

JULY TERM, A.D. 2005

NORTHERN INSURANCE COMPANY OF  
NEW YORK, a foreign corporation,

Appellant,

vs.

SEITLIN & COMPANY, a Florida  
corporation, and  
CARLOS MANUEL CHOMAT and ELENA  
QUINTANA CHOMAT

Appellees.

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CASE NO. 3D05-488  
Consolidated: 3D05-501

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LOWER  
TRIBUNAL NO. 02-16565

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Opinion filed December 21, 2005.

An Appeal from the Circuit Court for Miami-Dade County,  
Michael A. Genden, Judge.

Lane Reese Aulick Summers & Ennis, and William S. Reese;  
McKenna Long & Aldridge, and J. Randolph Evans (Washington,  
D.C.), and Stefan Passantino, for appellant.

Bernstein, Chackman & Liss, and Julia Luyster, and Steven  
J. Chackman (Hollywood); Hunter Williams & Lynch, and  
Christopher J. Lynch, for appellees.

Before GERSTEN, GREEN, and RAMIREZ, JJ.

PER CURIAM.

Northern Insurance Company of New York ("Northern"), appeals the trial court's order of final summary judgment in favor of Seitlin & Company ("Seitlin"). We reverse.

The trial court entered summary judgment finding Northern's umbrella insurance policy provides coverage for the Carlos Manuel Chomat ("Chomat") claim. In its pleadings, Northern raised affirmative defenses and asserted a counterclaim for rescission of the policy.

Because there are genuine issues of material fact relating to the affirmative defenses and the counterclaim, which may ultimately affect the coverage, we determine that the trial court erred in entering a final judgment on the coverage. See Griffin v. Am. Gen. Life & Accident Ins. Co., 752 So. 2d 621 (Fla. 2d DCA 2000). Accordingly, we reverse and remand for determination of all issues.

Reversed and remanded.