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Rivera v. American Skyhawk Ins. Co.
Fla.App. 3 Dist.,1994.

District Court of Appeal of Florida,Third District.
Victor G. RIVERA, Appellant,

v.

AMERICAN SKYHAWK INSURANCE COM-
PANY, Appellee.

No. 94-80.


Nov. 9, 1994.

Rehearing Denied Dec. 14, 1994.

Insured brought suit against automobile insurer seeking coverage for accident. The Circuit Court, Dade County, Jonathan T. Colby, J., entered summary judgment in favor of insurer, and insured appealed. The District Court of Appeal held that: (1) fact that company gave its customers more than ten days to comply with premium deficiency notice did not create ambiguity in notice, and (2) insured had no coverage for accident occurring some five months after cancellation date.

Affirmed.

West Headnotes

[1] Insurance 217  **2045(2)**

217 Insurance

217XIV Premiums

217XIV(F) Default or Failure to Pay

217k2041 Cancellation of Coverage


217k2045 Operation and Effect

217k2045(2) k. Effective Date. **Most**

Cited Cases

(Formerly 217k349.1)

Florida statute providing that no insurer shall unilaterally alter or modify policy period to provide for expiration date that is prior to date specified in insured's auto insurance application is not ambiguous relative to cancellation of policy for nonpayment of premiums. [West's F.S.A. § 627.7282\(3\)](#).

[2] Insurance 217  **2044(1)**

217 Insurance

217XIV Premiums

217XIV(F) Default or Failure to Pay

217k2041 Cancellation of Coverage


217k2044 Notice

217k2044(1) k. In General. **Most**

Cited Cases

(Formerly 217k229(2.1))

Cancellation notice given insured by auto insurer was not rendered ambiguous by insurer's granting insured more than ten days to comply with premium deficiency notice. [West's F.S.A. § 627.7282\(3\)](#).

[3] Insurance 217  **2045(1)**

217 Insurance

217XIV Premiums

217XIV(F) Default or Failure to Pay

217k2041 Cancellation of Coverage

217k2045 Operation and Effect

217k2045(1) k. In General. **Most**

Cited Cases

(Formerly 217k236(1))

Insured had no coverage for automobile accident occurring some five months after cancellation for failure to pay premiums.

***540** [Carlos Lidsky](#), [Charles L. Vaccaro](#), Hialeah, for appellant.

[Buckner & Shifrin](#) and [Robin Buckner](#), Maland & Ross and [Lauri Waldman Ross](#), Miami, for appellee.

Before [BARKDULL](#), BASKIN and [COPE](#), JJ.
PER CURIAM.

[1][2][3] We find no error in a summary judgment rendered in favor of the appellee insurance company. [Section 627.7282\(3\), Fla.Stat. \(1993\)](#) ^{FN1} is not ambiguous in its terms relative to cancellation of a policy for nonpayment of premiums. The fact that the company gives its customers more than ten days to comply with a premium deficiency notice, does not create an ambiguity. The appellant insured admitted the mailing of the statutory notice, and never claimed payment. The trial court was correct in finding no coverage for an accident occurring some five months after the cancellation date. See ***541** [Williams v. Security Mut. Casualty Co.](#), 377 So.2d 733 (Fla. 3d

[DCA 1979](#)); [Schemer v. Aetna Ins. Co., 251 So.2d 25 \(Fla. 1st DCA 1971\)](#).

[FN1. Section 627.7282\(3\), Fla.Stat. \(1993\)](#)

reads:

(3) No insurer shall unilaterally alter or modify the policy period for a private passenger automobile insurance policy to provide an expiration date that is prior to the date specified in the policy holder's application, except as provided in this section.

Therefore, the summary judgment under review is affirmed.

Affirmed.

Fla.App. 3 Dist.,1994.

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645 So.2d 540, 19 Fla. L. Weekly D2342

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