

>> Marshal: ALL RISE!

THE FLORIDA SUPREME COURT IS NOW IN SESSION.

>> Chief Justice Carlos Muniz: OUR FINAL CASE TODAY IS 2024-0160 AMERICAN COASTAL INSURANCE COMPANY V. PATIOS WEST ONE CONDOMINIUM ASSOCIATION.

>> Attorney: MAY IT PLEASE THE COURT MY NAME IS RYAN JONES I REPRESENT AMERICAN COASTAL INSURANCE COMPANY. MY APOLOGIES. GOOD MORNING MY NAME IS RYAN JONES I REPRESENT AMERICAN COASTAL INSURANCE COMPANY.

>> Chief Justice Carlos Muniz: CAN YOU JUST ADDRESS THE CONFLICT BETWEEN DECISIONS BETWEEN THE THIRD AND FOURTH DISTRICT REGARDING THE REQUIREMENT TO SUMMIT A SUPPLEMENTAL CLAIM UNDER THE FLORIDA STATUTES.

>> Justice Charles Canady: COUNCIL LET ME ASK YOU A COUPLE QUESTIONS ABOUT THIS ON THE OUTSIDE THE GETS TO JURISDICTION TO START OFF THE STATUTE THAT IS ARGUMENT IS OVER BOTH OF THESE COURTS WERE ADDRESSING IS ESSENTIALLY NOW A DEAD LETTER I KNOW IT'S NOT A DEAD LETTER IN YOUR CASE BECAUSE IT'S A LAW THAT APPLIES GOING FORWARD IT'S A DEAD LETTER ALL STATUTORY SCHEME IS CHANGED IT IS JUST LIKE THIS IS A RELIC OF THE PAST.

>> Christopher R. Jones, Petitioner: I SUBMIT THAT IS NOT ENTIRELY YOUR HONOR THE NEW VERSION OF THE STATUTE STILL REQUIRES NOTICE BUT IT CHANGED WHAT THE DEFINITION OF A SUPPLEMENTAL CLAIM IS AND A REOPENED CLAIM THE CONCEPT AND THE PRINCIPLE IS STILL GOING TO BE RELEVANT EVEN UNDER THE NEW STATUTE FOR PURPOSES OF WHAT IS REQUIRED

>> Justice Charles Canady: THERE IS A WHOLE NEW STATUTORY SCHEME THAT HAS TO BE INTERPRETED IN THE CONTEXT OF LANGUAGE IN THE STATUTE THIS IS A LITTLE OPAQUE.

WHAT WE HAVE IN THE STATUTE YOU HAVE TO CONCEDE.

>> Christopher R. Jones, Petitioner: ABSOLUTELY YOUR HONOR AND I THINK WHAT WE CAN DO THOUGH WHEN WE LOOK AT THE PLAIN LANGUAGE BECAUSE THIS IS A STATUTORY INTERPRETATION ISSUE WHICH MEANS WORDS MATTER.

AND WE LOOK AT THE PLAIN LANGUAGE OF THE STATUTE JUST AS THE COURT REQUIRED US TO APPLY THE SUPREMACY OF TEXT PRINCIPLE FOR STATUTORY INTERPRETATION WE CAN USE THAT TO DETERMINE EXACTLY WHAT HAPPENED IN THIS CASE EXACTLY WHAT WAS NEEDED.

>> Justice Charles Canady: PART OF THE ISSUE I STRUGGLE WITH HERE IS THAT WHEN YOU LOOK AT THE STATUTORY PROVISION THEN YOU WILL GET YOUR POLICY PROVISION BASICALLY YOU PARROT OF THIS PROVISION IN THE POLICY.

BUT IT IS KIND OF CHASING ITS TAIL.

BECAUSE IT REFERS TO NOTICE IN ACCORDANCE WITH THE TERMS OF THE POLICY. WHAT IS THAT?

WHEN I GO TO THE POLICY WHICH YOU VERY HELPFULLY INCLUDED IN THE SEPTEMBER 4 LETTER.

THE RELEVANT PROVISIONS WHEN YOU GO TO THE POLICY WITH POLICY SAYS ABOUT NOTICE IT DOESN'T SEEM TO BE WHAT YOU ARE CLAIMING IT SHOULD BE.

BECAUSE THAT SAYS BASICALLY GIVE US PROMPT NOTICE OF THE LOSS OR DAMAGE

INCLUDING DESCRIPTION THE PROPERTY INVOLVED AS SOON AS POSSIBLE GIVE US DESCRIPTION OF HOW WHEN AND WHERE THE DAMAGE OCCURRED THAT SEEMS TO BE THE CONTEMPLATION THAT YOU HAVE TO SAY THE LAST WEEK THE HURRICANE HIT MY HOUSE AND DAMAGED IT. RIGHT?

>> Christopher R. Jones, Petitioner: THAT IS CORRECT YOUR HONOR I SUBMIT.

>> Justice Charles Canady: THAT IS WHAT THE NOTICE WHEN YOU SEND THE LETTER OR YOU ARE ACTING FOR THE INSURER SEND THIS LETTER TO THE INSURER SAYING THIS IS NOTICE TO REOPEN THIS CLAIM, ACKNOWLEDGING WHAT THEY SAID YOU WAS A NOTICE TO REOPEN THE CLAIM.

THOSE ARE THE NOTICE PROVISIONS YOU CITE IN THE LETTER.

I'M STRUGGLING HOW WHEN YOU LOOK AT THE POLICY WHICH I THINK WE GOT TO LOOK AT.

AND THE INSURED IS GOING TO GET THE BENEFIT OF THE DOUBT IF IT IS AMBIGUOUS IN ANY WAY. THE INSURED GETS THE BENEFIT OF THE DOUBT. I STRUGGLE WITH HOW YOU WILL WIN TELL ME WHAT I'M WRONG ABOUT THAT.

>> Christopher R. Jones, Petitioner: ABSOLUTELY JUDGE WHAT YOUR HONOR QUOTED WAS THE DUTIES AFTER LOSS I BELIEVE IT'S THE FIRST AND SECOND DUTIES AFTER LOSS THE RELEVANT PORTION IS MUCH LATER IS NOTED THROUGH AN ENDORSEMENT. WHAT IS ADDED THROUGH THE ENDORSEMENT IS THE SAME LANGUAGE OF THE STATUTE AS YOUR HONOR REFERENCED THE LANGUAGE OF THE STATUTE IS INCORPORATED WITHIN THE POLICY.

>> Justice Charles Canady: THAT SAYS NOTICE IN ACCORDANCE WITH THE POLICY. THE ONLY KIND OF NOTICE THAT IS TALKED ABOUT THE POLICY IS HERE THE ONLY THING THAT IS SPECIFIC ABOUT THE CHARACTER OF NOTICE.

>> Christopher R. Jones, Petitioner: I SUBMIT THERE IS ONE OTHER THING SPECIFIC ABOUT IT IN THE STATUTORY LANGUAGE WHICH IS INCORPORATED WITHIN THE POLICY IT SAYS LANGUAGE SAYS NOTICE WITHIN THE PROVISION OF THE POLICY AND WITHIN THREE YEARS AND THEN IT DEFINES WHAT A SUPPLEMENTAL OR REOPEN THE CLAIM IS I THINK THAT IS VERY KEY LANGUAGE. BECAUSE IT DEFINES A SUPPLEMENTAL CLAIM AS AN ADDITIONAL CLAIM FOR RECOVERY FROM THE SAME LOSS THE INSURANCE COMPANY PREVIOUSLY ADJUSTED PURSUANT TO THE INITIAL CLAIM. THAT IS VERY IMPORTANT AGAIN THE WORDS MATTER. THAT DEFINITION DISTINGUISHES THE SUPPLEMENTAL CLAIM FROM THE INITIAL CLAIM. WHAT THAT MAKES CLEAR IS THAT THE NOTICE OF THE SUPPLEMENT THE CLAIM IT CAN ACTIVELY SAVE DAMAGE FROM HURRICANE IRMA BECAUSE THAT IS WHAT THE INITIAL CLAIMANT TOLD US. IT HAS TO BE SOMETHING DIFFERENT IT HAS TO BE AS THE WORDS OF THE STATUTE AND THE POLICY SAY ADDITIONAL.

THAT IS WHERE I SUBMIT PATIOS WEST LETTER FALL SHORT DOES NOT IDENTIFY ANYTHING ADDITIONAL THAT IS BEING CLAIMED.

IN THE WORDS THAT THEY CHOSE TO MATTER. THEY FELL SHORT OF ASKING FOR SOMETHING ADDITIONAL. IN FACT.

>> Justice Charles Canady: COUNSEL. I'M GONNA STOP ONCE I ASK YOU THIS BUT LET ME ASK YOU ABOUT THIS CONFLICT.

THESE CASES THEY ARE A LITTLE HARD TO PARSE.
WHEN YOU LOOK AT GOLDBERG IN CONTEXT YOU LOOK AT THE WHOLE THING IT SEEMS GOLDBERG IS DRAWING A FUNDAMENTAL DISTINCTION BETWEEN WHEN COVERAGE IS ACCEPTED AND WHEN COVERAGE IS DENIED.
THEY SAID THERE THE DWELLING COVERAGE WAS ACCEPTED.
AND THERE WAS A DISPUTE OVER THE AMOUNT THE PERSONAL PROPERTY COVERAGE WAS DENIED.
CORRECT.

>> Christopher R. Jones, Petitioner: CORRECT.

>> Justice Charles Canady: BUT THEY SAY THAT THE STATUTE THAT WE ARE ARGUING ABOUT WERE TALKING ABOUT ONLY APPLIES WHEN THE COVERAGE WAS ACCEPTED. IT DOES NOT APPLY AT ALL IT DOES NOT COME INTO PLAY WHEN THE COVERAGE IS DENIED.

I'M TRYING TO FIGURE OUT HOW THAT FITS IN WITH PATIOS WEST.
IT LOOKS LIKE YOUR WE KNOW THAT THERE WAS A DENIAL OF COVERAGE WITH RESPECT TO 17 OUT OF THE 20 BUILDINGS CORRECT.

>> Christopher R. Jones, Petitioner: CORRECT .

>> Justice Charles Canady: IT SEEMS LIKE UNDER GOLDBERG WILL REACH THE SAME RESULT AS PATIOS WEST DID WITH RESPECT TO THAT.
WOULDN'T YOU AGREE.

>> Christopher R. Jones, Petitioner: I SUBMIT IT WITHOUT YOUR HONOR REASON IS WHEN WE LOOK AT CLAIMS WE LOOK AT THEM AS A WHOLE IN THIS CASE COVERAGE WAS EXTENDED FOR THE CLAIM AS A WHOLE. WITH RESPECT TO THOSE THREE BUILDINGS THAT IS WITH A COVERED LOSS OCCURS AND THE OTHERS WERE DENIED.

>> Justice Charles Canady: IN FAIRNESS WAHLBERG WAS NOT LOOKING AT IT THAT WAY. JOHN THE DISTENTION BETWEEN THE CLAIM WITH THE PERSONAL PROPERTY AND THE CLAIM WITH RESPECT TO THE DWELLING.

I'M NOT SURE THE WAY YOU ARE EXPLAINED THAT FITS WITH THE WAY GOLDBERG WAS LOOKING AT IT NOT CLEARLY.

THEY ARE DRAWING THAT DISTINCTION.

ED SO FROM WHAT WE SEE IN ON THE FACE OF THE OPINION IN PATIOS WEST, I'M NOT SURE WE CAN EVEN TELL THAT THE DISPUTE IS NOT ENTIRELY DISPUTE OVER COVERAGE RATHER THAN A DISPUTE OVER THE AMOUNT OF LOSS.

AGAIN IT IS KIND OF OPAQUE.

IT GETS ME TO THE POINT I VOTED TO TAKE JURISDICTION OF THIS CASE.

I'M KIND OF WONDERING.

I'M KIND OF WONDERING.

I WANT YOU TO MAYBE ADDRESS WHAT I SAID ABOUT THAT FRAMEWORK OF A GOLDBERG AND TELL ME WHY I SHOULD NOT BE WONDERING ABOUT THE JURISDICTION?

>> Christopher R. Jones, Petitioner: ABSOLUTELY JUDGE. BUT THE JURISDICTION THAT'S MOST IMPORTANT PART OF WHAT WE NEED IS AN EXPRESS IN DIRECT CONFLICT

BETWEEN THE TWO CASES GOLDBERG BASICALLY SAYS YOU NEED TO HAVE SOMETHING MORE THAN SIMPLY SAYING THEN TO MAKE A CLAIM YOU NEED TO HAVE SOMETHING MORE THAN JUST A STATEMENT THAT I HAVE A HARASSMENT. PATIOS WEST HOWEVER,

>> Justice Charles Canady: THEY SAY YOU NEED TO HAVE SOMETHING MORE IF THERE IS A DISPUTE OVER THE AMOUNT.

IF COVERAGE HAS BEEN ACCEPTED AND THAT THERE IS A DISPUTE OVER THE AMOUNT OF COVERAGE CORRECT.

>> Christopher R. Jones, Petitioner: CORRECT PATIOS WEST HOWEVER DOES NOT REQUIRE THE SAME LEVEL. ALL PATIOS WEST REQUIRED WAS THE LETTER WE HAVE IN THIS CASE . WHICH DID NOT MAKE AN ADDITIONAL REQUEST FOR RECOVERY AT ALL.

IF WE WERE TO ADDRESS THOSE TWO IN COMBINATION IF GOLDBERG BOUGHT A LOOK AT THE LETTER SENT IN PATIOS WEST I WOULD SUBMIT THAT THAT WOULD NOT BE SUFFICIENT TO HAVE TRIGGERED THE SUPPLEMENTAL CLAIM.

>> Justice: WE DON'T KNOW GOLDBERG SEEN THE COURT ADOPTED IT WITHOUT ANY CLAIM MADE AT ALL.

THEN IT HAD KIND OF LISTED THE THREE POSSIBLE THINGS THAT COULD HAVE BEEN GIVEN ALMOST AS IF THEY COULD'VE BEEN SORT OF SUBSTITUTES FOR EACH OTHER. IN YOUR CASE THERE IS NO QUESTION THERE WAS THIS CLAIM I GUESS AT IT IS THAT MATTER IT HAS TO HAVE THE EXTRA INFORMATION IN THERE.

IT SEEMS LIKE THE WAY I READ THE TWO CASES THAT TO ME SEEMED LIKE THE REASON WHY THERE IS NOT A CONFLICT.

>> Christopher R. Jones, Petitioner: I SUBMIT TO YOU THAT THERE IS. IN THE GOLDBERG THE COVERAGE DECISION WAS MADE. WHAT GOLDBERG HELD HIS ONCE THERE IS A COVERAGE DECISION SOMETHING ADDITIONAL MUST BE REQUESTED. IT SIMPLY WAS NOT THERE WAS NOTHING FROM THE INSURER THAT SAID I WANT MORE MONEY FOR ASK WHERE IS HE.

IN PATIOS WEST THERE IS ALSO AFTER THE CLAIM DECISION WAS MADE THERE IS NOTHING THAT SAYS I WANT MORE MONEY OR X, Y, AND Z. THAT IS WHY THE TWO ARE IN CONFLICT BECAUSE ONE REQUIRES THE INSURED TO ASK FOR SOMETHING SPECIFIC BEYOND WHAT THE INITIAL CLAIM ADJUSTED. AND IF THE OTHER ONE DOES NOT.

>> Chief Justice Carlos Muniz: THE OTHER WAY OF READING GOLDBERG IS YOU HAVE TO ASK PERIOD GOLDBERG THE WAY THE COURT VIEWED WHAT WAS GOING ON IN GOLDBERG IF THERE WERE NOT EVEN ANOTHER REQUEST MUCH LESS GETTING TO THEN THE NEXT ISSUE OF WHAT EXACTLY IS IT YOU ARE ASKING FOR. THERE WAS NO ADDITIONAL CONDO ASK PERIOD .

>> Christopher R. Jones, Petitioner: IN GOLDBERG THERE WERE TWO COMMENTS THAT ADDRESS THE CLAIM NUMBER ONE WAS A CALL FROM GOLDBERG THAT SAYS I HAD A HIGHER ESTIMATE NUMBER TWO THERE WAS A LETTER FROM THE LAWYER'S DESK OR WE DON'T KNOW ENTIRELY WHAT IT WAS WE DO KNOW THEY WAS A REQUEST TO PRESERVE DOCUMENTS IN THEIR BOTH OF WHICH RELATE TO THE CLAIMANT VERY

SIMILAR TO WHAT PATIOS WEST DID IN SENDING IN A LETTER THAT RELATED TO THE CLAIM. BUT THE EFFECT OF BOTH OF THOSE WAS NOT TO REQUEST ANYTHING ADDITIONAL. AND THAT TAKES US BACK TO THE LANGUAGE OF THE STATUTE. AND IF THE WORDING THAT IS SO IMPORTANT AN ADDITIONAL CLAIM FOR RECOVERY FROM THE SAME LAWS THAT INSURE ADJUSTED PURSUANT TO JUDICIAL CLAIM THAT IS THE DECISION TO ADDITIONAL CLAIM THE INITIAL CLAIM. BOOKCAS WOULD KNOW WITH THE INITIAL CLAIM IS IT WAS WHATEVER THE INSURANCE COMPANY ADJUSTED AND OUTLINED IN THE COVERAGE LETTER. WHAT YOU NEED TO MAKE A SUPPLEMENTAL CLAIM IS A SOMETHING ASKING FOR MORE. SOMETHING IN ADDITION TO THAT INITIAL CLAIM.

THAT IS WHERE THE LANGUAGE OF THE STATUTE AND THE POLICY TAKE US. THAT IS NOT AMBIGUOUS WE HAVE TO LOOK FOR SOMETHING MORE.

THAT I WILL SUBMIT HIS WORK PATIOS WEST LETTER FOR SHORT DOES NOT ASK FOR ANYTHING MORE REALLY, IT MAKES RELATES TO DAMAGE FROM HURRICANE IRMA. THAT IS WHAT WE HAD IN THE INITIAL CLAIM.

>> Justice Charles Canady: AGAIN, THE IDEA THEY ARE NOT ASKING FOR MORE OBVIOUSLY NOT WITH SPECIFICITY.

NO QUESTION ABOUT THAT.

BUT YOU ACKNOWLEDGE IT'S A REQUEST TO REOPEN THE CLAIM.

THEY ARE OBVIOUSLY ASKING FOR MORE.

NOT SPECIFIED AS TO THE AMOUNTS.

NOT SPECIFIED IN ANY WAY.

BUT IT SEEMS TO ME TO BE OVERWHELMINGLY OBVIOUSLY EVEN FROM THE WAY THAT YOU RESPONDED TO IT THAT EVERYBODY UNDERSTANDS THAT THEY WANT SOMETHING MORE.

WHAT AM I MISSING WHEN I LOOK AT IT THAT WAY.

>> Christopher R. Jones, Petitioner:

>> Justice Charles Canady: I KNOW YOU THINK THEY NEED TO BE MORE SPECIFIC NO QUESTION ABOUT THAT. BUT THE IDEA THAT SOMEHOW YOU DON'T KNOW THAT THEY WANT SOMETHING MORE THAT ESCAPES ME.

>> Christopher R. Jones, Petitioner: I THINK I CAN HELP YOUR HONOR ARE WITH THAT THE WAY TO GET TO THE CONCEPT WE ARE TALKING ABOUT IS NO WHERE WE THINK THERE'S SOMETHING MORE THERE IS LOOKING A SUBJECTIVE INTENT. WHAT DID THEY MEAN BY THAT LETTER WHAT COULD HAVE POSSIBLY MEANT OTHER THAN TO REQUEST SOMETHING MORE. IF WE GO DOWN THAT ANALYSIS, IT IS A SUBJECTIVE INQUIRY AS TO WHAT THEY MEANT OR WHAT MY CLIENT UNDERSTOOD.

>> Justice Charles Canady: WHY DON'T TO ASK HIM WHAT THEY MEANT? UNDER THE POLICY YOU CAN SAY GIVE US CHAPTER AND VERSE.

>> Christopher R. Jones, Petitioner: WE CERTAINLY CAN'T YOUR HONOR THE STATUTE REQUIRES MORE THAN A SIMPLE PLACEHOLDER.

>> Justice: WHAT DO YOU THINK THE STATUTE REQUIRES SPECIFICALLY.

>> Christopher R. Jones, Petitioner: IT REQUIRES LEGS AS AN ADDITIONAL CLAIM FOR RECOVERY.

>> Justice: WHAT WOULD THAT INCLUDE.

>> Christopher R. Jones, Petitioner: THAT WOULD IDENTIFY WITH WHAT THEY INSURED LOOKING FOR BEYOND THE INITIAL CLAIM THAT COMES FROM THE EXACT LANGUAGE IN THE STATUTE ITSELF WE HAVE THE INITIAL CLAIM NOBODY WILL KNOW WHAT THAT IS WE ARE LOOKING AT THE STATUTE IN CONTEXT. EVERYBODY IS ALWAYS GOOD TO KNOW THE INITIAL CLAIM BECAUSE THERE IS A COVERAGE LETTER THE INSURED PRESUMABLY WILL NOW WHAT THEY BELIEVE TO BE SHORT ABOUT THE COVERAGE LETTER. THEY WILL KNOW WHAT ADDITIONAL THEY WANT AND THAT IS WHAT THEY HAVE TO SAY.

I DON'T THINK IT IS POSSIBLE TO FORMULATE EXACTLY WHAT THAT IS BECAUSE IT WILL VARY FROM CASE TO CASE.

>> Justice: YOU DON'T INCLUDE AN ESTIMATE OF DAMAGES NECESSARILY.

>> Christopher R. Jones, Petitioner: NOT THIS EARLY IN ESTIMATE I WOULD SUBMIT WOULD BE SUFFICIENT BUT IT IS NOT NECESSARY. WE WENT THROUGH IN OUR BRIEF SEVERAL EXAMPLES OF WHAT ELSE COULD BE A SUPPLEMENTAL CLAIM THE WINDOWS AND DOORS FROM THE IRONWOOD CASE WHERE THE MOISTURE DAMAGE IN THE LEMON CASE. THERE WAS A STRONG SET OF CASES WE DID I KNOW THAT DON'T RELATE TO THE SPECIFIC.

>> Justice Charles Canady: IT SEEMS TO ME YOU KIND OF CHANGE ARGUMENT. YOU ORIGINALLY I THINK ALL ALONG HAD BEEN ARGUING IT HAS TO BE AN ESTIMATE. BECAUSE WE HAVE TO KNOW SOMETHING I UNDERSTAND YOU ARE SOFTENING WHICH ARE ASKING FOR.

UNDERSTAND THAT SOMETIMES HAPPENS BECAUSE YOU THINK IF I ASK A SOFTER VERSION THAT'S EASIER TO WIN ON I UNDERSTAND THAT BUT YOU HAVE KIND OF SHIFTED.

DO THE EXTENT YOU ARE SAYING THE STATUTE IS SO CLEAR THAT SEEMS TO CUT AGAINST THAT CLARITY IT IS KIND OF A MORPHING WHAT IT REQUIRES IS MORPHING.

>> Christopher R. Jones, Petitioner: YOUR HONOR I RESPECTFULLY DISAGREE ABOUT THE CHANGE IN THE ARGUMENT AT THE TRIAL LEVEL BECOME AS THEY WERE MADE OR IN ESTIMATE FOR SOMETHING ELSE. THE THIRD DCA COUNSEL ACKNOWLEDGED THAT AN ESTIMATE IS NOT SOLELY REQUIRED IT IS SOMETHING MORE IN OUR BRIEF AT LEAST I HOPE WE WROTE THE BRIEF CLEARLY ENOUGH IT WAS AN ESTIMATE IS NOT NECESSARY AGAIN IT IS SUFFICIENT IT IS NOT NECESSARY BUT SOMETHING MORE IS REQUIRED.

IT COULD BE AN ESTIMATE IT COULD BE LIKE FOR EXAMPLE THE IRONWOOD CASE WE WANT WINDOWS AND DOORS REVIEWED THE LEMON CASE WE WANT ADDITIONAL MOISTURE DAMAGE IN THE SPECIFIC ROOMS. OR ANY OTHER CASES THAT WERE SET UP WHERE ADDITIONAL MONEY WITH US FOR PROOF OF LOSS IN ESTIMATE OR PROPOSAL. ANY OF THOSE THINGS WOULD DO IT BUT NONE SPECIFICALLY IS REQUIRED.

I WANT TO MAKE SURE VERY QUICKLY OR IF YOU WERE NOT IN OUR BRIEF I APOLOGIZED ESTIMATE ITSELF IS NOT ABSOLUTELY REQUIRED BY THE STATUE. WHAT IS REQUIRED THOUGH IS SOMETHING ADDITIONAL . THAT IS ABOVE AND

BEYOND THE INITIAL CLAIM. I THINK THAT COMES FROM THE EXACTLY WHICH OF THE STATUTE ITSELF.

I SEE I AM INTO MY REBUTTAL TIME BUT I DO WANT TO MAKE A COUPLE OF QUICK POINTS ON BUT THE RELIEF WE ARE ASKING FOR IS GOING TO ACCOMPLISH IT WILL DO TWO THINGS I THINK A VERY VERY IMPORTANT. NUMBER ONE, IT WILL GIVE EFFECT TO EVERY WORD THE STATUE. THAT IS VERY IMPORTANT ESPECIALLY WHEN WE COME FOR ME SUPREMACY OF TEXT PRINCIPLE. THE SECOND THING IT WILL DO IS TO GIVE EFFECT TO THE STATUTE ITSELF BECAUSE THE STATUTE BEGAN LOOKING AT IT IN CONTEXT IT SETS AN OUTSIDE LIMIT ON WHEN CLAIMS CAN BE SUBMITTED. IF WE LOVE JUST ANY REFERENCE TO THE CLAIM IN A LETTER IT WILL ACT AS A PLACEHOLDER FOR SOME ADDITIONAL CLAIM TO BE MADE LATER. I WOULD SUBMIT THAT TYPE OF HOLDING WOULD EVISCERATE THE ENTIRE STATUTE AND ITS POINT. UNLESS THE COURT.

>> Justice Charles Canady: COUNSEL WE TAKE THE CASES AS THEY COME TO US THESE TWO COURTS HAVE AGREED TO SOME EXTENT.

AT ONE LEVEL I HAVE A HARD TIME CONCEPTUALIZING THEY MAKE A CLAIM WITH YOU.

ABSENT SOMETHING SPECIFICALLY TELLS THEM THEY HAVE TO DO SOMETHING DIFFERENT.

YOU DENIED THE CLAIM. IN PART IN A LARGE PART.

WHY CAN'T THEY GO AND SUE YOU?

IF THE LEGISLATURE WAS SET UP THINGS THEY HAVE TO DO BEFORE THEY SUE YOU. THAT IS ONE THING.

IT DOESN'T SEEM LIKE THAT HAS BEEN CLEARLY DONE HERE.

I UNDERSTAND THAT IS NOT THE WAY THIS THING THAT LITIGATED PILOT BECAUSE I THINK THE WAY GOLDBERG WAS DECIDED BUT LOOKING AT IT WITH FRESH EYES IT IS HARD FOR ME TO SEE WHAT THE WERE NOT ENTITLED TO GO TO SUE THE INSURER ONCE YOU DENY THE CLAIM AND YOU DENIED THE CLAIM OVERWHELMINGLY MAYBE THERE IS DISPUTE ABOUT STOP ON THE THREE BUILDINGS THERE IS A PREDOMINANT DENIAL OF A CLAIM.

OFF WE GO TO COURT. IF IT WILL BE MEDIATION OR ARBITRATION OR WHATEVER THAT IS THAT.

ISN'T THAT CRAZY?

>> Christopher R. Jones, Petitioner: NOT AT ALL YOUR HONOR I THINK THAT'S A VERY GOOD POINT AND THE MOST IMPORTANT PART OF THAT THAT INQUIRY THAT IS TO HAVE THE CLAIM WAS LITIGATED. THAT IS VERY IMPORTANT FOR THIS SITUATION BECAUSE OF THE APPRAISAL ASPECT.

AN APPRAISAL THIS WAS A DISPUTE BETWEEN THE PARTIES AND THE TRIAL COURT IS NOT IN FRONT OF THIS COURT I BELIEVE IT ANSWERS YOUR HONOR'S QUESTION BECAUSE IF A CLAIM IS DENIED IN WHOLE IT CANNOT GO TO APPRAISAL THINK EVERYBODY AGREES TO THAT. IF IT IS DENIED IN PART IT CAN GO TO APPRAISAL AND WHAT PARTS ARE CONSIDERED. THE POSITION THE PATIOS WEST TOOK BELOW IS IT THAT THIS WAS DENIED IN PART SO IT IS PART COVERED IN PART DENIED THE WHOLE

THING GOES INTO APPRAISAL. IF IT WAS LITIGATED THAT THE WEIGHT LIKE YOUR HONOR IS SUGGESTING THERE WOULD'VE BEEN THREE BUILDINGS THAT ARGUABLY COULD HAVE GONE TO APPRAISAL AND THAT 17 LITTLE THINGS THAT COULD NOT HAVE THAT IS AN ISSUE WE DON'T HAVE THE TITLE TODAY THE ISSUE WE ARE AFTER I THINK I ARTICULATED OUR POSITION PRETTY WELL UNLESS THE COURT HAS ANY QUESTIONS I WILL SAVE ANYTIME I HAVE REBUTTAL.

>> Chief Justice Carlos Muniz: YOU CAN HAVE TWO MINUTES FOR REBUTTAL.

>> Paul B. Feltman, Respondent: MAY PLEASE THE COURT
PAUL B. FELTMAN, APPEARANCE FOR RESPONDENT.

[LISTING NAMES] ONE OF THE THINGS YOU JUST SAID JUSTICE CANADY WAS THEY COULD'VE JUST SUED THEM.

THEY COULD'VE JUST SUED THEM WHEN THIS HAPPENED.

BUT THEY MADE A SUPPLEMENTAL CLAIM.

THE PERSON WHO WROTE THIS LETTER IS A LAYPERSON THAT WROTE THE LETTER THAT THEY SENT TO THE STATUTE AND THEY SAID WE WANT TO MAKE A SUPPLEMENTAL CLAIM.

WHAT THEY GOT BACK WAS A LETTER NOT ASKING FOR ANY INFORMATION.

>> Justice Charles Canady: HE SAID OUT OF AN ABUNDANCE OF CAUTION IT IS SOME BASE THEY WERE TRYING TO GET COVERED.

>> Paul B. Feltman, Respondent: YES, THEY NEVER ASKED FOR THE ESTIMATE ON INITIAL CLAIM WHICH IS THEIR RIGHT UNDER THE POLICY. WHEN THEY GOT THIS THEY DID NOT ASK FOR AN ESTIMATE.

WHAT THEY SAID WAS THE EYE OF THE HURRICANE HIT KUDROW KEY AT 9:10 AM THEN ANYTHING AFTER 9:09 AM THEY USED THE HOUR AND MINUTE ANYTHING AFTER THAT WHAT IS CLAIM THIS CAME AT 1:36 PM TO THEM THAT IS THE CUTOFF.

IF YOU LOOK AT THE STATUTE IT SAYS ANYTHING THIS WAS THE LANGUAGE THIS IS MY TAKE ON WHAT THEY DID IF YOU LOOK AT THE LANGUAGE IN THE STATUTE IT SAYS YOU HAVE TO IN ACCORDANCE WITH THE TERMS OF THE POLICY WHEN THREE YEARS AFTER THE HURRICANE FIRST MADE LANDFALL, OR THE WIND STORM CAUSED THE COVERED DAMAGE.

I THINK THEY WERE FOCUSING ON THAT BECAUSE ALL THEY FOCUSED ON WAS COMING . THEY NEVER WANTED ANYTHING ELSE . MR. HOFF WHO TESTIFIED DURING THE SECOND HEARING BELOW AS THE COURT REPRESENTATIVE SAID THE INITIAL LETTER HE SENT WITH THE INITIAL CLAIM THIS IS NOT A REQUEST FOR INFORMATION LETTER WE ARE NOT ASKING FOR ANYTHING JUST DID AN INSPECTION THE SECOND HEARING HE SAID YES, WHAT WE WERE CONCERNED ABOUT AT THE TIME WAS JUST THE TIMING OF THE EVENTS.

AND WHY IT WAS THERE SOMETHING THAT OR SOME REASON IT DID NOT GET TO US AT 9:10 AM IN THE MORNING WHEN KUDROW KEY WAS HIT WITH THE STORM THESE THREE YEARS EARLIER THAT IS WHAT WAS THE FOCUS.

>> Justice: COUNSEL CAN I GO BACK A LITTLE BIT TO THE BEGINNING!

TO ME WHAT IS THE EXPRESS AND DIRECT CONFLICT?

THAT GIVES US JURISDICTION TO HEAR THIS CASE TODAY?

>> Paul B. Feltman, Respondent: I ARGUED TWO SEPARATE POINTS AS TO WHY I THOUGHT THERE WAS NOT JURISDICTION YOUR HONOR. THE FIRST ONE WAS JUST KIND OF ON THE FACE.

AND WHAT WAS PRESENTED BELOW THE BRIEFS WHICH WAS THE INSURED IN GOLDBERG HAD AN ESTIMATE AND THEY ASKED FOR AN ESTIMATE.

HE DID NOT GIVE THEM THE ESTIMATE.

THAT IS A VIOLATION OF THE POLICY. THAT IS NOT WHAT HAPPENED HERE.

THAT IS THE FIRST DISTINGUISHING PART OF THAT.

>> Justice Charles Canady: IN FAIRNESS TO COUNSEL THE COURT DID NOT SEEM TO FOCUS ON THAT THE CITED THAT BUT THAT DID NOT SEEM TO BE THE WAY THE REASON TO THEIR CONCLUSION DATED.

>> Paul B. Feltman, Respondent: NO I AM JUST TALKING ABOUT WHAT I SEE AS A REASON WHY THERE MAY NOT BE A CONFLICT THERE.

THE OTHER ONE WAS WITH THE THIRD DISTRICT SAID THEY SAID, WE WILL SAVE THIS WAS SOMETHING HE SHOULD HAVE PROVIDED THIS ESTIMATE. WE WILL NOT DEFINE SUFFICIENCY.

THE ISSUE IS SUFFICIENCY WAS WHAT WAS DECIDED BY THE DISTRICT COURT OF APPEAL.

IF YOU LOOK AT THE STATUTE AND IF YOU LOOK AT THE POLICY THEY COULD'VE WRITTEN THE POLICY WITH ANYTHING THAT THEY WANTED IN IT THEY ARE MASTERS MASTERS OF THEIR POLICIES. THEY WRITE THEM THEY PUT WHATEVER THEY WANT IN THEM.

AND THAT THEY COULD'VE WRITTEN A LIST THERE IS A LIST IN THE BRIEF OF ALL OF THESE THINGS THAT THEY COULD'VE HAD AND YOU KNOW WHAT, ALL THEY HAD TO DO WAS LISTED IN THEIR POLICY. THEY DRAFTED IT.

IT IS THEIR SPREAD TO THE EXTENT THAT THEY DID NOT IT IS CONSTRUED AGAINST THEM BECAUSE THEY DID NOT ASK FOR THAT . THE OTHER POINT I WANT TO MAKE BECAUSE OF THE STATUTE THIS PARTICULAR NOTICE OF SUPPLEMENTAL CLAIM STATUTE, DOES NOT SAY PROVIDE AN ESTIMATE OR DAMAGES. BUT WE KNOW THAT RECENTLY THE LEGISLATURE PASSED A NOTICE OF INTENT STATUTE WHICH THERE WAS AN ARGUMENT HERE I THINK WITHIN THE LAST COUPLE OF MONTHS ON.

WHERE THERE IS A VERY SPECIFIC REQUIREMENT THAT THE INSURED PROVIDE THE ESTIMATE WITH THE CLAIM THE INTENT TO SUE.

TO THE POINT OF THAT IS IF THE LEGISLATURE NOW IT IS 627-0152 IF THE LEGISLATURE WANTS TO REQUIRE MORE THAN MERE NOTICE WE'RE TALKING SUPREMACY OF THE TEXT THEY KNOW HOW TO DO THAT.

>> Justice Charles Canady: COUNSEL HOW DO YOU RESPOND TO WHAT OPPOSING COUNSEL SAID FOCUS IS ON LANGUAGE OF THE STATUTE WHICH IS MIRRORED IN THE POLICY THAT REFERS TO ADDITIONAL CLAIM FOR RECOVERY?

ISN'T THERE A POSSIBLE I'M NOT SURE IF THEY WENT WITH PLAUSIBLE . ISN'T THERE AT LEAST A PLAUSIBLE INDICATION THERE WHEN AN ADDITIONAL CLAIM FOR RECOVERY IS SOUGHT THAT YOU HAVE TO SPECIFY WHAT IS ADDITIONAL?

>> Paul B. Feltman, Respondent: IF YOU ARE PERSON READING YOUR POLICY BECAUSE

THESE POLICIES ARE WRITTEN FOR THE PRESENCE OF THE STATE OF FLORIDA WHO PURCHASE INSURANCE IN THIS CASE FROM AMERICAN COASTAL. AND IF THEY SEE WHAT THEY SAY HERE UNLESS THERE IS A SUPPLEMENTAL CLAIM REOPENED WAS GIVEN TO THE INSURER IN ACCORDANCE WITH POLICY WHICH WAS THREE YEARS AFTER THE HURRICANE WAS MAKING LANDFALL IT IS FOR PURPOSES OF THE SECTION THE TERM SUPPLEMENTAL ALREADY OPEN CLAIM MEANS ANY ADDITIONAL CLAIM. WHAT WOULD THE LAYPERSON A NOTICE THAT THEY WANT THAT TO MEAN ESTIMATE?

THEY WANT THAT TO MEAN A DESCRIPTION THEY MAY WANT IT TO MEAN A LOT OF THINGS.

BUT AGAIN, GOING BACK TO THE FACT THAT THEY ARE MASTERS OF THE POLICY AND THEY COULD'VE WRITTEN WHATEVER THEY WANTED IN THERE.

, THAT IS THE ANSWER TO THE QUESTION.

>> Justice Charles Canady: AND THE LANGUAGE ACTUALLY POINTS YOU TO THE POLICY THE POLICY POINTS YOU TO THE POLICY.

[LAUGHTER]

>> Paul B. Feltman, Respondent: THE STATUTE IF THEY PUT IT IN THE POLICY THE STATUTE WOULD'VE INCORPORATED IT BY ITS TERMS.

I'M NOT GETTING A LOT OF QUESTIONS SO UNLESS I HAVE SOME MORE WE WOULD ASK THAT THE THIRD DISTRICT'S DECISION BE AFFIRMED.

>> Justice Charles Canady: YOU ADHERE TO YOUR ARGUMENT THAT WE NOT HAVE JURISDICTION.

>> Paul B. Feltman, Respondent: I HAVE THAT ARGUMENT IS ONE OF MY ARGUMENTS.

>> Justice Charles Canady: I UNDERSTAND THAT THAT IS KIND OF FOUNDATIONAL YOU ARE NOT ABANDONING YOUR ARGUMENT.

>> Paul B. Feltman, Respondent: THE LAST TIME I WAS HERE I WAS TOLD THAT JURISDICTION WAS IMPROVIDENTLY GRANTED ON MY CASE AND VERY FAMILIAR.

>> Justice Charles Canady: YOU'VE BEEN ON THE OTHER SIDE OF THAT YOU BE HAPPY WITH THAT RESULT IN THIS CASE.

>> Paul B. Feltman, Respondent: THAT IS HOUSE UPON THE LAW WORKS OUT YOU WERE NOT HAPPY WHEN YOU'RE ONE SIDE BUT YOU ARE DELIGHTED WHEN YOU'RE ON THE OTHER WITH NO MORE QUESTIONS OR TO THANK THE COURT FOR THE OPPORTUNITY TO BE HERE AGAIN TODAY IT WAS A PLEASURE.

>> Chief Justice Carlos Muniz: THANK YOU VERY MUCH.

>> Christopher R. Jones, Petitioner: I WANT TO ADDRESS THE EXPRESS DIRECT CONFLICT A NUMBER OF QUESTIONS HAVE COME UP ON THAT . AND I THINK THAT THE EASIEST WAY TO EXPLAIN THAT IS HOLDING IN GOLDBERG THAT WE HOLD GOLDBERG WAS REQUIRED TO FILE A SUPPLEMENT OF CLAIM SETTING FOR THOSE DAMAGES SOUGHT IN EXCESS OF WHAT THE INSURANCE COMPANY HAS ALREADY PAID. THAT IS THE HOLDING IN GOLDBERG AND THAT IS WHAT HE USED TO DECIDE THE CASE.

US WEST HOWEVER DID NOT REQUIRE THE INSURED TO SET FORTH THOSE DAMAGES THAT IT REQUESTED IN EXCESS OF WHAT THE INSURANCE COMPANY HAS

ALREADY PAID. THAT IS THE EXPRESS AND DIRECT CONFLICT. I THINK THE REASON THAT GOLDBERG IS THE BETTER RECENT DECISION IS BECAUSE IT DRAWS AND GIVES EFFECT TO THE PLAIN LANGUAGE OF THE POLICY THE ADDITIONAL CLAIM FOR RECOVERY WHICH IS DISTINGUISHED FROM THE INITIAL CLAIM. THE ADDITIONAL MEAN SOMETHING MORE THAT IS WHAT THIS COURT RULED IN THE SABALO CASE IS DESCRIBED ADDITIONAL COVERAGE AS COVERAGE ABOVE AND BEYOND THE BASE COVERAGE OF THE POLICY THE SAME CONCEPT APPLIES HERE.

IT IS SOMETHING ABOVE AND BEYOND WHAT WAS IN THE INITIAL CLAIM THAT IS SOMETHING THAT IS ALWAYS GOING TO BE KNOWN BY THE INSURANCE COMPANY AND THAT THE INSURED THAT IS THE LANGUAGE THAT IS IMPORTANT IT IS BOTH THE STATUTE AND THE POLICY.

>> Justice: WOULD YOU HAVE US ADAPT LANGUAGE IN GOLDBERG THAT SAYS SETTING FORTH THE DAMAGES IT SEEMS LIKE THAT IS NOT REALLY WHAT YOU ARE ARGUING YOUR ARGUING ADDITIONAL INFORMATION.

>> Christopher R. Jones, Petitioner: YOUR HONOR I THINK THE ISSUE WITH THAT AND I BELIEVE THAT LANGUAGE IS APPROPRIATE IF DAMAGES IS NOT STRICTLY CONSTRUED BECAUSE DAMAGES IN MOST OF THE CONCEPTS WERE WE HEARD IT ARGUED OR DISCUSSED THROUGHOUT THE COURSE OF THESE PROCEEDINGS HAS REFERENCED AN ESTIMATE. THAT IS NOT VISCERALLY TRUE TO GO BACK TO THE EXAMPLES I GAVE EARLIER WINDOWS AND DOORS ARE ADDITIONAL DAMAGES BUT THERE IS NO NUMBER ATTACHED TO THEM. ADDITIONAL MOISTURE DAMAGE IN CERTAIN ROOMS ADDITIONAL DAMAGES BUT AGAIN THERE IS NO NUMBER ATTACHED TO THEM. IT IS SOMETHING SPECIFIC THAT THE INSURED WANTS ABOVE AND BEYOND WHAT APPEARED INITIAL CLAIM.

BETTER THINK NOT ONLY GIVES EFFECT TO THE WORDS OF THE STATUTE BUT HE GIVES EFFECT TO THE ENTIRE STATUTE OVERALL. AND AGAIN THE GOAL OF THAT READ IN CONTEXT IS TO BRING FINALITY TO INSURANCE CLAIMS.

TO PUT AN END POINT WHERE THEY CAN BE REPORTED IT IS NOT TO ALLOW A PLACEHOLDER TO START THE CLAIM ALL OVER AGAIN. THAT IS WHY WE THINK THAT GOLDBERG IS A BETTER RECENT OPINION ON THE TOPIC OF FINALITY.

>> Justice: THE INITIAL CLAIM IT SEEMS LIKE WHAT IS CONSIDERED ADDITIONAL IS GOING TO BE RELATIVE TO KIND OF HOW SPECIFIC THE INITIAL CLAIM WAS.

>> Christopher R. Jones, Petitioner: CORRECT.

>> Chief Justice Carlos Muniz: IF IT IS SORT OF A BROAD OPEN-ENDED THE HURRICANE CAME THROUGH AND IT DAMAGED MY PROPERTY DOES THAT MEAN THERE IS KIND OF BY DEFINITION EVERYTHING BEYOND THAT IS JUST GOING TO BE AN ARGUMENT OVER THE INITIAL SET OF HOW THE COMPANY IS RESPONDING TO THE INITIAL CLAIM?

DO YOU KNOW WHAT I'M SAYING?

I KNOW INTUITIVELY I KNOW ONE WAY OF LOOKING AT THE ADDITIONAL IT IS SOMETHING YOU WERE UNAWARE OF OR SOMETHING LIKE THAT. I'M NOT EVEN SURE THAT STILL WOULD NOT BE COVERED WITHIN WHAT YOU SAY INITIALLY?

>> Christopher R. Jones, Petitioner: I THINK I DO UNDERSTAND THE QUESTION BASICALLY

THE ANSWER IS YES WHATEVER IS ADDITIONAL WILL VARY FROM CASE TO CASE. THE WEIGHT THAT WE FIND THAT OUT IS WE LOOK AT THE INITIAL CLAIM JUST LIKE THE STATUTE DEFINITION SAYS THE INITIAL CLAIM IN EVERY CASE FOR REHAB A SUPPLEMENTAL CLAIM WILL HAVE AN INITIAL CLAIM WE WILL HAVE A COVERAGE LETTER. THAT WILL EXPLAIN WHAT THE INSURANCE COMPANY HAS DEEMED TO BE COVERED WERE NOT COVERED OR THE AMOUNT OF COVERAGE. THEY CAN UPSET THE PLAYING FIELD IF THE INSURED WANT SOMETHING MORE, SOMETHING ADDITIONAL ABOVE AND BEYOND THAT THAT IS WHAT THEY HAVE TO SPECIFY. IN SOME INSTANCES IT MAY BE SOMETHING SO SIMPLE AS THE ESTIMATE WAS \$1000 OFF.

WORK YOU FORGOT TO ACCOUNT FOR PAINTING A WALL IN A CERTAIN REPRINT IN OTHER SITUATIONS IT MAY BE YOU DID NOT PAY TO REPLACE THE ROOF AND YOU SHOULD HAVE. YOU ONLY PAID IT TO REPAIR IT.

IT IS WHATEVER THE INSURED WANTS ABOVE AND BEYOND THAT BECAUSE MS. TEXT I KNOW.

[LISTING NAMES] USED THE MASTER OF THE POLICY THE INSURED IS ASKING ASKING FOR SOMETHING MORE TO MAKE A SUPPLEMENTAL CLAIM.

>> Chief Justice Carlos Muniz: IF THEY CAN BE MORE SORT OF RELATIVE TO WHAT YOU GAVE WHY ISN'T THIS CASE IT WAS OBVIOUS THAT THEY SENT SOMETHING SAYING WE ARE NOT SATISFIED WITH WHAT YOU HAVE DONE.

I DON'T UNDERSTAND WHY THAT IS NOT ENOUGH?

>> Christopher R. Jones, Petitioner: THE REASON IT IS NOT ENOUGH YOUR HONOR IF WE LOOK AT WHAT THEY SAID THEY SAID THIS IS A CLAIM FOR DAMAGE BY HURRICANE IRMA DOES NOT SAY ANYTHING OTHER THAN DAMAGE BY HURRICANE IRMA THAT IS WHAT THE REPORTED INITIAL CLAIM.

THE REASON IT NEEDS TO BE MORE SPECIFIC IS DID WE JUST MISSED SOMETHING IN BUILDING NUMBER THREE?

SHOULD THE ROOF ESTIMATE HAVE BEEN A BIT HIGHER?

OR WAS IT BUILDING 12?

OR WAS IT THE OTHER BUILDINGS WE DID NOT EXTEND COVERAGE ON OUR RULE IS THAT WHAT YOU'RE ASKING FOR ADDITIONAL WE DON'T KNOW WHAT ANY OF THOSE THINGS ARE.

AGAIN THIS IS TO LIMIT A CLAIM THE OUTSIDE AND OF A CLAIM IS NOT TO START THE PROCESS ALL OVER AGAIN BECAUSE THIS PROCESS LOOKING AT IT IN CONTEXT INSURANCE COMPANY SENT A FIELD ADJUSTER AND ENGINEER A BUILDING CONSULTANT OR TO INSPECT THE PROPERTY OVER MULTIPLE DAYS AND AT THAT INSPECTION WAS THE PLACE ADJUSTER AND ANOTHER BUILDING CONSULTANT. ALL OF THOSE INDIVIDUALS INSPECTED ALL OF THIS PROPERTY DID ALL THIS WORK TO IDENTIFY WHAT THE INITIAL CLAIM WAS. IF THERE IS SOMETHING BEYOND THAT THAT SHOULD HAVE BEEN PAID THE PATIOS WEST KNEW THAT THEY HAD THEIR ADJUSTERS AND CONSULTANTS OUT THERE THEY KNOW WHAT MORE THEY WANT. THEY SHOULD JUST STATED IT IS THAT SIMPLE. IF NOT, WHAT THE RESULT OF THAT WILL BE WILL BE TO ALLOW THE PLACEHOLDER LETTER TO COMMEND THEN TWO

YEARS LATER THE ACTUAL CLAIM FOR DAMAGES BUT THEY REALLY WANT. THAT IS WHAT WE SAW IN THIS CASE BECAUSE THE ESTIMATE DID NOT COME IN UNTIL 2022. I KNOW I USED THE WORD ESTIMATE BUT NOTHING CAME IN SAYING THAT ACID WAS WAS IT BUILDING THREE WAS IT BUILDING 12.

>> Justice Charles Canady: UNDERSTAND THIS PICTURE YOU'RE PAINTING BUT I DON'T UNDERSTAND IS WHY WHEN A LETTER LIKE THAT GARDEN WHICH IS ACTUALLY JUST KIND OF A BOILERPLATE NOT REAL INFORMATIVE LETTER.

OTHER THAN SAYING WE WANT THE CLAIM REOPENED WHICH I WILL ACKNOWLEDGE THIS IS WHAT IT DOES FOR THAT DOES NOT TRIGGER THE INSURED TO SAY WHAT MORE DO YOU WANT TELUS?

THAT IS NOT HARD FOR THE INSURER TO DO THAT BECAUSE YOU'RE GOING TO DO THIS INVESTIGATION ABOUT THE TIMING OF IT ALL.

YOU GET INFORMATION ABOUT THAT WHOLE THING WAS JUST KIND OF . YOU ARE GOING TO DO THAT BUT ON THE SUBSTANCE OF IT WHAT THEY WANT YOU DON'T ASK THEM ABOUT THAT JUST DON'T GIVEN THE WAY THE POLICY IS STRUCTURED I'M JUST STRUGGLING WITH WHY IN THIS CONTEXT UNDER THIS STATUTE THAT'S AN UNREASONABLE BURDEN FOR THE INSURER TO BEAR.

>> Christopher R. Jones, Petitioner: THE REASON YOUR HONOR IS BECAUSE IN ORDER TO GET THERE THAT ALLOWS THE LETTER A GENERIC NONSPECIFIC LETTER TO RESTART THE CLAIM AS A WHOLE. IT DOES NOT MEET THE STATUTORY DEFINITION THE LANGUAGE AN ADDITIONAL CLAIM FOR RECOVERY IT DOES NOT MAKE AN ADDITIONAL CLAIM FOR RECOVERY THAT IS WHAT THE STATUTE REQUIRES.

>> Chief Justice Carlos Muniz: DOES THE NEW STATUTE KIND OF SUFFER FROM THE SAME LAW?

>> Christopher R. Jones, Petitioner: NOT EXACTLY YOUR HONOR IT USES TWO DIFFERENT DEFINITIONS NEITHER OF WHICH IS AT THE CURRENT DEFINITION OF SUPPLEMENTAL CLAIM HE DEFINES A REOPENED CLAIM DIFFERENTLY THAN SUPPLEMENTAL CLAIM AND PROVIDES A LITTLE MORE SPECIFICITY AS TO WHAT IS REQUIRED FOR EACH OF THEM.

IT IS REALLY DIFFERENT ANALYSIS THAN WHAT WE ARE FOCUSED ON ONE VISUALLY YOU THE PARTIES DESERVE JUSTICE THEIR CASE OR WHATEVER BUT TO THE EXTENT WE ARE WORRIED ABOUT TELLING A POLICY PROBLEM NOT INSURANCE POLICY BUT A POLICY PROBLEM WE ARE SOLVING SOMETHING THAT IS NOT AN ISSUE ANYMORE.

>> Christopher R. Jones, Petitioner: I SUBMIT IT IS STILL AN ISSUE YOUR HONOR BECAUSE THERE ARE MANY CASES WHAT WE CALL IN THE PIPELINE THAT ARE BEING LITIGATED OR AT ONE OF THE TRIAL COURT SOLO OR AT THE APPELLATE COURT BLOKE WITH THE SAME ISSUE EXISTS DEFINITION OF THE STATUTE WAS IN EFFECT FOR QUITE SOME TIME AFTERWARDS WE HAD A NUMBER OF OTHER MAJOR STORMS THAT THIS IS CONTEMPLATED. THE PRINCIPLE THAT WE ARE TALK ABOUT TODAY DOES CARRY FORWARD EVEN UNDER THE NEW DEFINITIONS. BECAUSE WE WILL HAVE THE SAME ISSUE WITH WHAT MORE DO THEY WANT?

JUSTICE CANADY UNDERSTAND THE CONCERN ABOUT WHAT THIS WOULD DO BUT AS

WE TALKED ABOUT WE CITED THE PORTFOLIO RECOVERY CASE IN OUR BRIEF THAT YOUR HONOR WROTE THERE WAS A LINE IN THERE THAT TALKED ABOUT IF THAT IS WHAT THE STATUTE REQUIRES WE ARE BOUND TO FOLLOW IT. THAT IS WHAT THE STATUTE REQUIRES HERE AN ADDITIONAL CLAIM FOR RECOVERY THAT SIMPLY WAS NOT MADE.

LEST THE COURT HAS ANY OTHER QUESTIONS I THINK YOU VERY MUCH FOR THE OPPORTUNITY TO PRESENT OUR CASE.

>> Chief Justice Carlos Muniz: YOU VERY MUCH WE ARE ADJOURNED.

>> Marshal: ALL RISE!

THIS HONORABLE COURT IS NOW ADJOURNED.