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Lexington Ins. Co. v. Bhandari
Fla.App. 3 Dist.,2002.

District Court of Appeal of Florida,Third District.
LEXINGTON INSURANCE COMPANY, Appel-
lant,

v.

Ramdas and Chitra BHANDARI, Appellees.

No. 3D01-540.

Feb. 6, 2002.

Rehearing Denied March 13, 2002.

An Appeal from the Circuit Court for Miami-Dade
County, [Barbara S. Levenson](#), Judge.

Powers McNalis & Moody; Marjorie Gadarian Gra-
ham, for appellant.

Kenny, Nachwalter, Seymour, Arnold, Critchlow &
Spector and [Robert D.W. Landon, III](#), Miami; and
[Lauri Waldman Ross](#), Miami, for appellees.

Before [GREEN](#), [SHEVIN](#) and [RAMIREZ](#), JJ.
[SHEVIN](#), Judge.

Lexington Insurance Company appeals a final judg-
ment in favor of insureds Ramdas and Chitra
Bhandari. We affirm, in part, and reverse, in part.

Lexington sued the Bhandaris for breach of contract
and return of insurance proceeds based on their al-
leged material misrepresentations on a supplemental
loss claim. The trial court properly granted summary
judgment as the record does *not* show any *material*
misrepresentations by the insureds. Cf. [Wong Ken v.
State Farm Fire & Cas. Co.](#), 685 So.2d 1002 (Fla. 3d
DCA 1997) (summary judgment proper as to whether
insured made material misrepresentation as a matter
of law). We, therefore, affirm that portion of the
judgment. However, we reverse the prejudgment in-
terest award. Insureds are not entitled to pre-
judgment interest from the date of the loss under the
circumstances of this case. See [Allstate Ins. Co. v.
Blanco](#), 791 So.2d 515 (Fla. 3d DCA 2001); [Allstate
Ins. Co. v. Martinez](#), 790 So.2d 1151 (Fla. 3d DCA
2001), *review granted*, No. SC01-1622, 805 So.2d
804 (Fla. Jan. 15, 2002); [Liberty Mut. Ins. Co. v. Al-](#)

[varex](#), 785 So.2d 700 (Fla. 3d DCA 2001)(holding
that [Aries Ins. Co. v. Hercas Corp.](#), 781 So.2d 429
(Fla. 3d DCA 2001), does not conflict with [Independ-
ent Fire Ins. Co. v. Lugassy](#), 593 So.2d 570 (Fla. 3d
DCA 1992)), *review denied*, 800 So.2d 612
(Fla.2001). On remand, the trial court shall award in-
terest from the date of the appraisal award.

Affirmed, in part; reversed, in part; and cause re-
manded.

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807 So.2d 727, 27 Fla. L. Weekly D340

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