

## DANIELLE N. ROBINSON

CO-CHAIR, INSURANCE SERVICES PRACTICE GROUP  
SHAREHOLDER



### AREAS OF PRACTICE

Miscellaneous Professional Liability  
Insurance Services – Coverage & Bad Faith  
Litigation

### CONTACT INFO

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Suite 1100  
Fort Lauderdale, FL 33308

### ADMISSIONS

Florida  
2005

U.S. District Court Southern  
District of Florida

### EDUCATION

St. Thomas University College of  
Law (J.D., 2005)

Florida State University (B.S.,  
2002)

### OVERVIEW

Danielle Robinson is a shareholder in the firm's Professional Liability Department. She focuses her practice on the defense of insurance carrier clients in matters involving coverage issues and alleged bad faith actions. Many of these coverage disputes are derived from claims involving windstorm, sinkhole, fire, mold, theft and water losses. Additionally, she represents automobile manufacturers in lemon law and warranty litigation. She defends these companies in breach of express warranty, breach of implied warranty, Florida Deceptive and Unfair Trade Practices Act, and rescission lawsuits in Florida and United States federal courts from pre-suit through trial. Danielle has also handled several appeals for her clients involving issues in civil defense and litigation.

Danielle is a 2002 graduate of Florida State University and earned her J.D. from St. Thomas University School of Law in 2005. She is admitted to practice in Florida, as well as the United States District Court for the Southern and Middle Districts of Florida.

### HONORS & AWARDS

AV® Preeminent™ by Martindale-  
Hubbell®

South Florida Legal Guide, Up &  
Comer, Insurance Litigation  
Defense, 2019-2021

Florida Super Lawyers Rising Star-  
Insurance Coverage and Civil  
Litigation Defense  
2014-2015

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## ASSOCIATIONS & MEMBERSHIPS

Bankruptcy Bar Association,  
Young Lawyers Division

Miami-Dade County Bar  
Association

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## YEAR JOINED

2012

## THOUGHT LEADERSHIP

### First District Court of Appeals Affirms Carrier's Payment of Actual Cash Value in Hurricane Sally Insurance Dispute; the Breach Must Occur Prior to Filing the Complaint

**Fort Lauderdale**

**Insurance Services – Coverage & Bad Faith Litigation**

**December 1, 2025**

Hurricane Sally caused damage to the insureds' residence in September 2020 when rainwater leaked into the interior of the residence. The carrier inspected the property, and an estimate was prepared totaling \$20,535.73, the replacement cost value.

### Second District Court of Appeal Finds Carriers Cannot Limit Damages to Actual Cost Value at the Trial Involving a Denied Claim

**Fort Lauderdale**

**Insurance Services – Coverage & Bad Faith Litigation**

**Property Litigation**

**September 1, 2025**

The carrier provided a homeowner's policy to the insureds that provided property coverage for their home. The insureds made a claim, which the carrier denied, finding it was not covered under the provisions of the policy. Legal Update for Florida Coverage & Property Litigation – September 2025 is prepared by Marshall Dennehey to provide information on recent legal developments.

### Court Grants Summary Judgment to Insurer, Finding No Breach Where Plaintiffs Failed to Submit Competing Actual Cash Value Estimate or Make Repairs

**Fort Lauderdale**

**Insurance Services – Coverage & Bad Faith Litigation**

**Property Litigation**

**June 1, 2025**

The court ruled that an insurance carrier did not breach its policy by paying actual cash value damages alone because the plaintiffs neither submitted a competing actual cash value estimate nor made repairs required to trigger replacement cost value. Legal Update for Florida Coverage & Property Litigation – June 2025 is prepared by Marshall Dennehey to provide information on recent legal developments.

### Fifth District Court of Appeal Rules Insurance Benefit Assignment to Roofing Contractor Invalid Under Florida Statute § 627.7152.

**Fort Lauderdale**

**Insurance Services – Coverage & Bad Faith Litigation**

**Property Litigation**

**March 1, 2025**

The homeowner reported roof damage to his homeowners insurance carrier, American Integrity Insurance. He signed a "Direction of Payment" with Noland's Roofing, instructing his carrier to pay Noland's Roofing directly. Legal Update for Florida Coverage & Property Litigation – March 2025 is prepared by Marshall Dennehey to provide information on recent legal developments.

### Court finds contract invoking direction to pay is an assignment and subject to requirements for assignments in Florida Statute § 627.7152.

**Fort Lauderdale**

**Insurance Services – Coverage & Bad Faith Litigation**

**December 1, 2024**

The plaintiff, Holding Insurance Companies Accountable, LLC (HICA), brought an action against American Integrity Insurance Company of Florida, alleging it was an assignee of insurance benefits under a policy issued by the carrier for services provided. Legal Update for Florida Coverage & Property Litigation – December 2024 is prepared by Marshall Dennehey to provide information on recent legal developments.

## CLASSES/SEMINARS TAUGHT

*Mediation and Pre-Suit Claims Handling – Best Practices*, Client Seminar, August 2016

*Insurance Coverage and Bad-Faith Insurance Issues Under Florida Law*, Marshall Dennehey Florida Claims Symposium - *The Best Defense is a Good Offense*, Orlando, FL, September 17, 2014

## PUBLISHED WORKS

"Decision Requiring Strict Compliance with § 627.7152 Provides Insurance Carriers with Another Tool to Combat Litigation of Assignment of Benefit Claims," *Defense Digest*, Vol. 28, No. 12, December 2022

"Enforceability of Proposals for Settlement in Actions Requesting Declaratory Relief," *Defense Digest*, Vol. 22, No. 4, December 2016

## RESULTS

**Summary judgment achieved in first-party coverage lawsuit.**

**Insurance Services – Coverage & Bad Faith Litigation**

**November 1, 2022**

We won summary judgment in the U.S.D.C. for the Middle District of Florida in a first-party coverage case challenging the prompt notice of an insurance claim. The plaintiff alleged extensive damage to the insured premises, including the alleged need to tear out and access the cast iron plumbing for its full replacement following a toilet overflow at the property. The plaintiff failed to report the loss for 20 months following the alleged date of loss.