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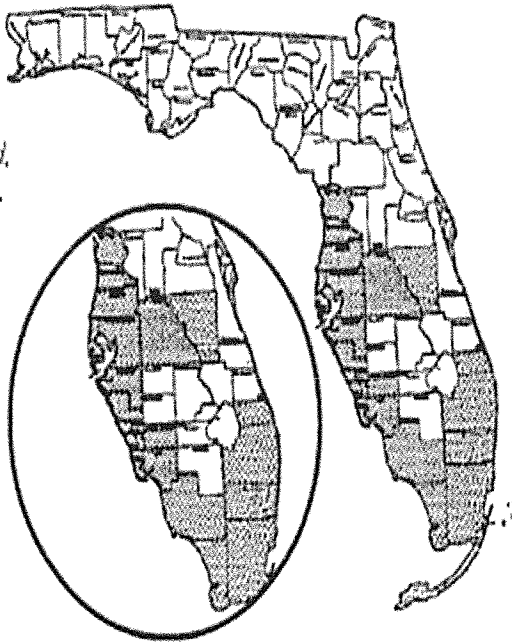


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Allied Professionals Insurance Co, a Risk Retention Group, Inc. v. Brian Fitzpatrick and Lai Fong Fitzpatrick, his wife and Kelly M. Meredith, D.C., Florida Spine and Disc Center, Inc. and Arthur J. Gallagher Risk Mgmt Services, Inc. 40 Fla. L. Weekly D1070a (Fla 4th DCA, May 6, 2015) Arbitration -- Insurance -- Liability -- Arbitrable issues -- Trial court erred in denying insurer's motion to compel arbitration, filed when plaintiffs moved for joinder of insurer as party defendant to plaintiffs' negligence action against insured, where insurance policy expressly delegated the issue of arbitrability to the arbitrator and plaintiffs, although challenging arbitration provision as a whole, did not

challenge this delegation provision -- Non-signatories -- Estoppel -- Plaintiffs who claim they are entitled to benefit of policy's coverage provision are estopped from attempting to avoid burden of policy's arbitration provision on ground that they were non-signatories to policy -- Remand for entry of order compelling arbitration

Omega Ins Company v. Kathy Johnson. 39 Fla. L. Weekly D1911a (5th DCA, September 5, 2014) Insurance -- Homeowners -- Sinkhole claim -- Attorney's fees -- Insured prevailing in action against insurer -- Confession of judgment -- Where insured filed claim for damage to home caused by sinkhole activity; insurer commissioned professional engineer whose presumptively correct report found that damage was not caused by sinkhole activity; insured commissioned her own engineer's report which disagreed with insurer's report; insured filed breach of contract action against insurer without disclosing her engineer's report; insurer opted to pursue neutral evaluation procedure; and insurer paid claim after neutral evaluator rendered report concluding that damage was caused by sinkhole activity, it was error to award attorney's fees to insured on the basis that insurer confessed judgment by paying claim -- Insurer's actions in investigating and handling claim pursuant to pertinent statutory provisions, and in relying on the presumptively correct report it commissioned to deny the claim, did not establish a wrongful or unreasonable denial of benefits that forced insured to file suit to obtain policy benefits.

Stacy Sanislo v. Give Kids the World, Inc. (Supreme Court of Florida, February 12, 2015 -- Case Number SC12-2409) Torts -- Negligence -- Releases -- Exculpatory clause -- An exculpatory clause is not ambiguous and, therefore, ineffective simply because it does not contain express language releasing a defendant from liability for his or her own negligence or negligent act.

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