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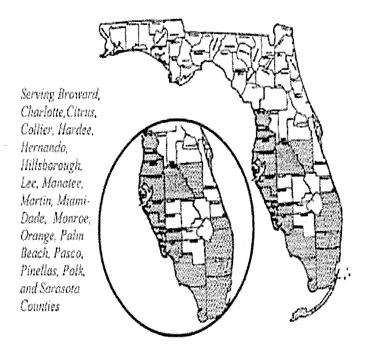


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Of Interest to industry
Insurance Defense Litigation Law Firm
AUGUST 2016



State Farm Mutual Automobile Insurance Company v. South Florida Medical Health Center, Inc., a/a/o Penton, Luis. FLWSUPP 2401LUIS (11th Judicial Circuit, Miami-Dade County, February 8, 2016) Medical provider's motion for enlargement of time to respond to proposal did not toll time for acceptance where insurer did not agree to enlargement of time and provider did not obtain order granting enlargement of time prior to expiration of time for acceptance.

Atlantic Coast Orthopaedics, LLC a/a/o Jermain Neil vs. State Farm Mutual Automobile Insurance Company. 23 Fla. L. Weekly Supp. 881a (17th Judicial Circuit, Broward County, January 29, 2016) Medical provider/assignee is not entitled to benefits due to insured's failure to satisfy condition precedent -- Failure to schedule EUO and make payment within thirty days did not deprive insurer of right to contest payment -- Questions certified:

Progressive Express Insurance Company v. Emergency Physicians of Central Florida 41 Fla. L. Weekly D888b (5TH DCA April 8, 2016) All claims, including emergency service provider's priority claim, are properly applied to personal injury protection deductible in order that they are received.

Care Wellness Center, LLC (a/a/o Virginia Bardon-Diaz) v. State Farm Mutual Automobile Insurance Company. 23 Fla. L. Weekly Supp. 985a (17th Judicial Circuit, Broward County, January 6, 2016) PIP insurer improperly applied statutory fee schedule to reduce bills before applying those bills to deductible -- Pursuant to both PIP statute and policy terms, fee schedule may only be applied to bills for which benefits are actually paid.

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