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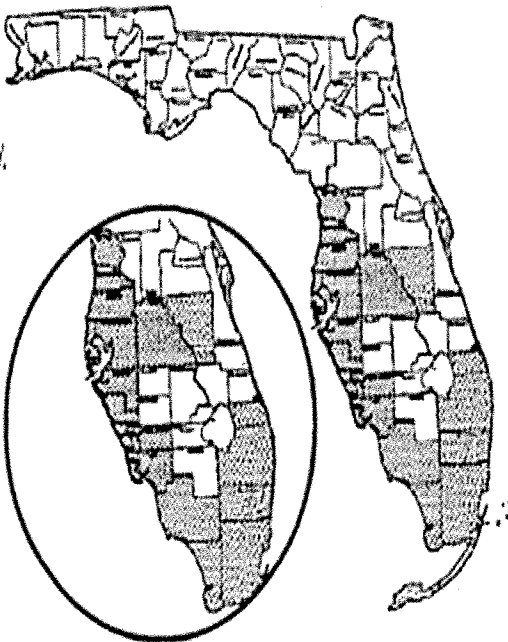


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· February 2017 ·

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recovery is the concurring cause doctrine -- Under the concurrent cause doctrine, coverage may exist where an insured risk constitutes a concurrent cause of the loss even when it is not the prime or efficient cause.

Kathy Johnson v. Omega Ins Co. 41 Fla. L. Weekly S415a (Supreme Court of Florida, September 29, 2016 – Case No. SC14-2124) The statutory presumption of correctness afforded to an insurer's internal report during the investigation process in the sinkhole statutes does not extend to later trial proceedings -- Attorney's fees -- Insured prevailing in action against insurer -- A prevailing insured's recovery of attorney's fees under section 627.428, Florida Statutes, requires only an incorrect denial of benefits, not a showing of bad faith on the part of the insurer -- Insurer's payment of policy proceeds after suit has been filed constitutes the functional equivalent of a confession of judgment, thereby entitling insured to an award of attorney's fees.

American Home Assurance Co. v. Ronald D'Agostino. 42 Fla. L. Weekly D113a (4th DCA, January 4, 2017) Proposal's use of word "claims" instead of word "damages" did not render proposal ambiguous where it was clear that the only claimed benefits at issue were uninsured motorist benefits, so that plaintiff's "claim" and "damages" were one and the same.

John Robert Sebo v. American Home Assurance Co., Inc. 41 Fla. L. Weekly S582a (Supreme Court of Florida, December 1, 2016 – Case No. SC14-897) Where loss is caused by multiple perils and at least one of the perils is excluded from coverage, the proper theory of

Kelly Paton v. GEICO General Ins. Co. 41 Fla. L. Weekly D115a, 190 So.3d 1047, (Supreme Court of Florida, March 24, 2016 – Case No. SC14-282) Hours expended by counsel for defendant insurance company in a contested claim for attorney's fees filed pursuant to sections 624.155 and 627.428, Florida Statutes, is relevant to issue of reasonableness of time expended by counsel for the plaintiff, and discovery of such information, where disputed, falls within sound discretion of trial court -- Entirety of the billing records are not privileged, and where the trial court specifically states that any privileged information may be redacted, plaintiff should not be required to make an additional special showing to obtain the remaining relevant, non-privileged information.

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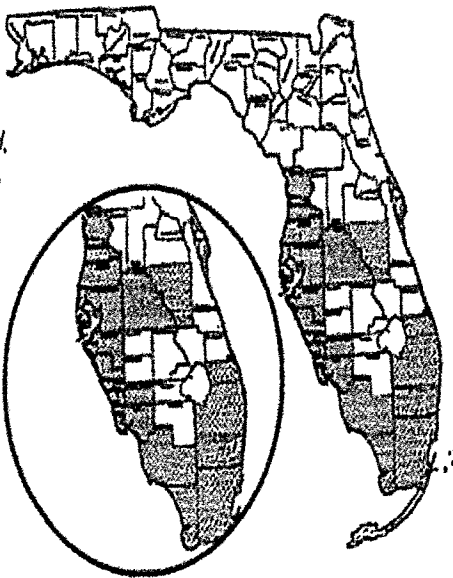


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Fla. L. Weekly D2018b (4th DCA, August 31, 2016)
If there is no determination of whether insured has emergency medical condition or there has been a determination that insured does not have emergency medical condition, benefits would be limited to \$2,500.00.

USAA Casualty Ins Co v. Emergency Physicians of Central Florida, etc. 41 Fla. L. Weekly D1438a (5th DCA, June 17, 2016) Insurance -- Personal injury protection -- Attorney's fees -- Confession of judgment by insurer -- Circuit court, acting in its appellate capacity, did not violate clearly established principles of law resulting in miscarriage of justice by finding that confession of judgment occurred, entitling health care provider to award of attorney's fees, when insurer mailed overdue PIP payments the day before the suit was filed, which were not received by health care provider after suit was filed -- Insurer waived claim that payment was made before suit was filed by its initial stipulation that payment was made after suit was filed where stipulation was never withdrawn -- Insurer's argument that PIP payments are deemed made when mailed was not raised in county court, and is rejected.

Florida Wellness & Rehab v. Allstate Fire & Casualty Ins Co. 41 Fla. L. Weekly D1619c (3rd DCA, July 13, 2016) "Any amounts payable under this coverage shall be subject to any and all limitations, authorized by section 627.736, or any other provisions of the Florida Motor Vehicle No-Fault Law, as enacted, amended or otherwise continued in the law, including but not limited to, all fee schedules," clearly and unambiguously elects the selection 627.736(5)(a)(2), Florida Statutes (2008), methodology of reimbursement as required by the Florida Supreme Court in GEICO v. Virtual Imaging Servs., Inc., 141 So.3d 147 (Fla. 2013) -- Conflict certified.

Progressive Select Ins Co. v. Emergency Physicians of Central Florida, LLP, a/a/o Samantha Jordan and Elizabeth Figueroa. 41 Fla. L. Weekly D2145a (5th DCA, September 16, 2016) Circuit court sitting in its appellate capacity departed from clearly established principles of law resulting in miscarriage of justice when it held that PIP insurer that had initially used fee schedule in paying billed amounts, although policy did not clearly and unambiguously elect statutory fee schedule limitation, was thereafter precluded from engaging in discovery and contesting reasonableness of billed amounts.

Medical Center of the Palm Beaches d/b/a Central Palm Beach Physicians & Urgent Care, Inc. a/a/o Carmen Santiago v. USAA Casualty Ins Co. 41

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