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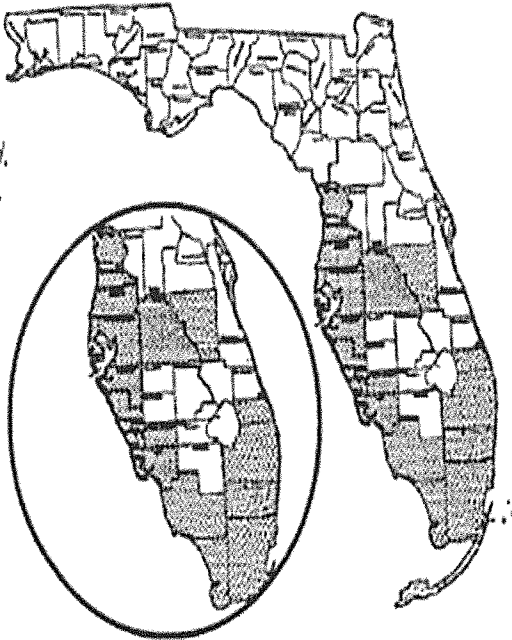


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receipt of demand letters, court reconsiders and reverses finding that insurer waived demand letter defense by failing to respond to demand letter -- Abatement -- PIP case is abated to allow insured to issue valid demand letter -- If insurer pays amount demanded, insured shall file voluntary dismissal and will not be entitled to attorney's fees and costs.

Allstate Fire and Casualty Insurance v. Stand-Up MRI of Tallahassee, P.A. 40 Fla. L. Weekly D693 (1st DCA March 18, 2015) Insurance policy provided adequate notice to insureds of its election to use the Medicare fee schedules. Policy gave sufficient notice even though it said shall be subject to any and all limitations authorized by Section 627.736.

United Automobile Ins Co. v. A Rehab Assoc of South Florida Corp. a/a/o Fritznel Leconte. 22 Fla. L. Weekly Supp. 519a (11th Judicial Circuit, Miami-Dade County, January 9, 2015) Insurance -- Personal injury protection -- Attorney's fees -- Medical providers were not prevailing parties entitled to attorney's fees award pursuant to Section 627.428 when they obtained judgments no better than amount offered by insurer in response to pre-suit demand letters.

Luvenia Tatum v. Mercury Insurance Company of Florida. 22 Fla. L. Weekly Supp. 705a (1st Judicial Circuit, Okaloosa County, January 12, 2015) Insurance -- Personal injury protection -- Demand letter -- Waiver -- Upon determining that insured did not send demand letter to person or address specified by insurer for

United Automobile Insurance Company v. Affiliated Health Centers, Inc. 22 Fla. L. Weekly Supp. 687 (11th Judicial Circuit, Miami-Dade County, January 16, 2015) Insurance -- Personal injury protection -- Attorney's fees -- Trial court erred in awarding provider prevailing party attorney's fees pursuant to Section 627.428 where judgment obtained after jury trial was less than insurer's pre-suit settlement offer -- Statute applies to pre-suit offers of settlement -- Insurer was not required to include attorney's fees in its pre-suit offer, as plaintiff was not entitled to attorney's fees for work done prior to filing of lawsuit unless insurer's unreasonable conduct necessitated the work, a circumstance not present in instant case.

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