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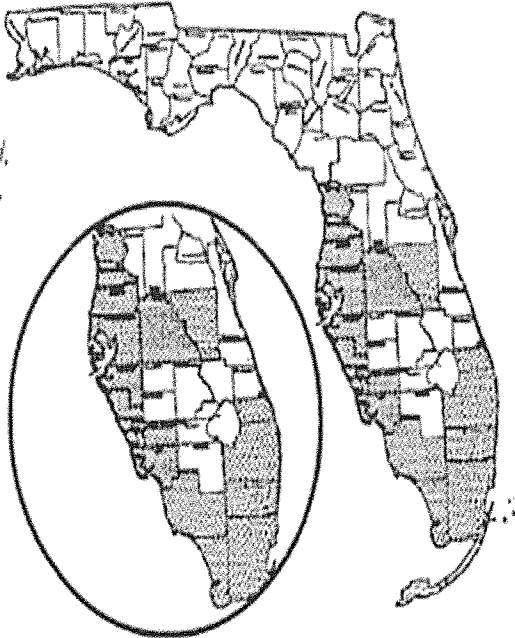


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**PIP Legalese**  
*Of Interest to industry*  
**Insurance Defense Litigation Law Firm**  
**· JANUARY 2016 ·**

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Conflict certified with Allstate Fire & Casualty Insurance v. Stand-Up MRI of Tallahassee, 40 Fla. L. Weekly D693 (Fla. 1<sup>st</sup> DCA Mar. 18, 2015), and South Florida Wellness, Inc. v. Allstate Insurance Co., No. 13-61759-CIV, 2015 WL 897201 (S.D. Fla. Feb. 13, 2015)

**Emergency Medical Assoc. of Tampa Bay, L.L.C. v. Progressive Select Ins Co.** 23 Fla. L. Weekly Supp. 58b (7<sup>th</sup> Judicial Circuit, Volusia County, May 27, 2014) Insurer that allowed full amount of charge when applying charge to deductible without notice that services were unrelated or unnecessary or that charges were unreasonable, cannot dispute reasonableness, relatedness or medical necessity of charge and is not entitled to discovery on those issues.

**Orthopedic Specialists v. Allstate Ins. Co.** 40 Fla. L. Weekly D1918 (4<sup>th</sup> DCA, August 19, 2015) Clear and unambiguous election by insurer -- Policy language providing that any amounts payable "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, including, but not limited to, all fee schedules" did not make it clear whether insurer was actually and in fact electing to limit its reimbursements to providers under Medicare fee schedules or was simply announcing that it was reserving its right to elect to do so -- Language is ambiguous and must be construed in favor of providers --

**Three Lions Construction, Inc. v. The Namm Group, Inc.** 40 Fla. L. Weekly D1703a (3<sup>rd</sup> DCA July 22, 2015) Proposal for settlement -- Where, prior to expiration of time within which it could properly accept defendant's proposal for settlement, plaintiff filed a motion for extension of time to accept the proposal for settlement, but defendant did not agree to the extension and plaintiff took no steps to have motion heard, plaintiff's motion for extension of time for acceptance of the proposal was ineffective -- It was error to deny defendant's motion for attorney's fees after plaintiff voluntarily dismissed

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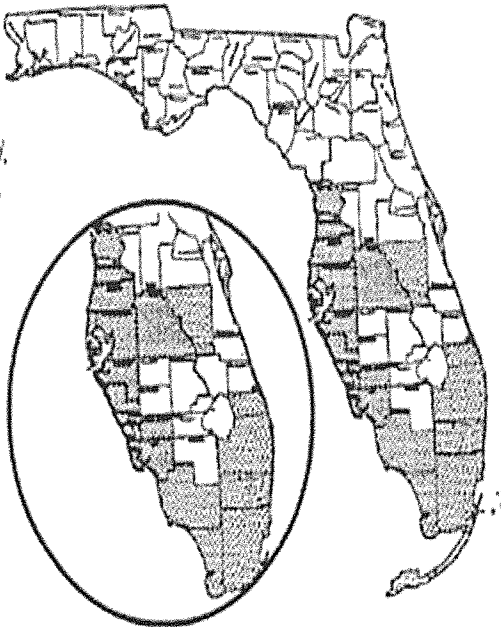
## PIP Legalese

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Jan. 9, 2015) Medical expenses --  
Timeliness of Claim -- Insurer may not  
challenge timeliness of claim for which it has  
already paid PIP benefits.

**Pan Am Diagnostic Services, Inc. v. State  
Farm Mutual Auto Insurance.** 22 Fla. L.  
Weekly Supp. 1165a (11<sup>th</sup> Judicial Circuit,  
Miami-Dade County, April 30, 2015) Policy's  
general references to coding policies and  
procedures does not clearly elect use of multiple  
procedure payment reduction rule that insurer  
used to reduce payment below permissive  
statutory fee schedule.

action when it was notified by defendant that its  
notice of acceptance of proposal for settlement,  
filed more than 90 days later, was untimely.

### ALSO SEE

**Naples Medical & Rehab, LLC v. State Farm  
Mutual Auto Ins. Co.** 23 Fla. L. Weekly Supp.  
66a (20<sup>th</sup> Judicial Circuit, Collier County, May 19,  
2015)

**Douglas Diagnostic Center, Inc. v. State  
Farm Mutual Auto Ins. Co.** 22 Fla. L. Weekly  
Supp. 853a (17<sup>th</sup> Circuit Court, Broward County,

**Larry Fishman, L.M.T., P.A. v. State Farm  
Mutual Automobile Insurance Company.** 22  
Fla. L. Weekly Supp. 1174a (17<sup>th</sup> Judicial Circuit,  
Broward County, May 12, 2015) Medical  
expenses -- Evidence -- Insurer that did  
not amend its policy to elect payment under  
permissive statutory fee schedule is precluded  
from mentioning section 627.736(5)(a)(2)2 or  
payments made by insurers who have used  
permissive statutory fee schedule.

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