

BRADHAM BENSON

Lindley, Blevins, Bayliss & Wyatt, P.L.L.C

WWW.FLA-ESQ.COM

Ft. Lauderdale
954.462.4304

St. Petersburg
727.322.1739



INSURANCE DEFENSE TEAM

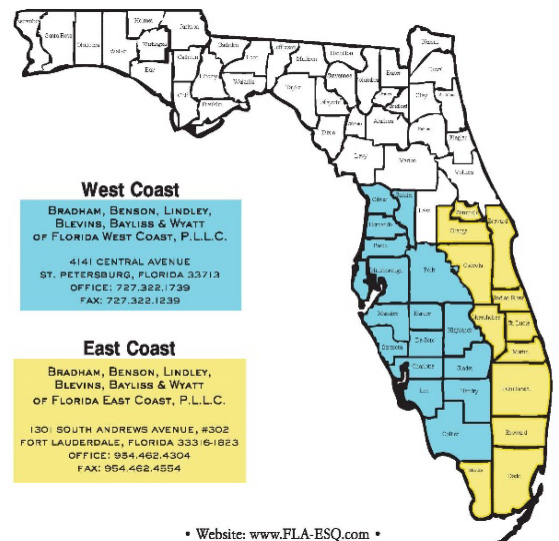
PIP Legalese September 2019 Edition

SETTLEMENT SNAFU: Attorney's Fees – Charging Lien – Action arising out of insurer's disbursement of settlement check prior to the resolution of a charging lien perfected by claimant's former law firm. No error in finding insurer negligent and liable for failing to protect former law firm's charging lien. *GEICO vs. Steinger, Iscoe & Greene, II, P.A.*, 3D18-1280, 3rd District Court of Appeal, June 26, 2019. 44 Fla. L. Weekly D1656d

FEE SCHEDULES - MEDICARE PART B VS. WORKERS' COMPENSATION: Question certified: When a PIP insurer has elected the Medicare fee schedule limitation permitted by Florida Statute 627.736(5)(a)1, which provides that the insurer may limit reimbursement to "200 percent of the allowable amount under [t]he participating physicians fee schedule of Medicare Par B," and the "allowable amount" under the fee schedule is not specified in a general amount but instead must be determined on an individualized basis, is the PIP insurer entitled to limit the reimbursement to 200 percent of the workers' compensation fee schedule? *University Health Center vs. State Farm*, 17th Judicial Circuit, May 15, 2019. 27 Fla. L. Weekly Supp. 209a

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1301 S. Andrews Avenue, Suite 302
Fort Lauderdale, FL 33316