

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

METROPOLITAN CASUALTY
INSURANCE COMPANY,

Petitioner,

v.

Case No. 5D15-1769

EMERGENCY PHYSICIANS OF
CENTRAL FLORIDA, LLP, ETC,

Respondent.

_____ /

Opinion filed November 6, 2015

Petition for Certiorari Review of Decision
from the Circuit Court for Seminole County
Acting in its Appellate Capacity.

Michael M. Bell and Christian Anderson, of
Bell & Roper, P.A., Orlando, for Petitioner.

Dean A. Mitchell, Ocala, for Respondent.

PER CURIAM.

Metropolitan Casualty Insurance Company seeks certiorari review of an order of the circuit court, sitting in its appellate capacity. The circuit court affirmed the county court's ruling that, under the PIP statute, a provider of emergency services, such as Emergency Physicians of Central Florida, LLP, that timely submits its bill within the thirty-day window contemplated by section 627.736(4)(c), Florida Statutes (2011), is entitled to

have its bill paid, regardless of the existence of a deductible in the insured's insurance contract. Rejecting the position advocated by the healthcare provider, this Court recently quashed an identical order in Mercury Insurance Co. v. Emergency Physicians of Central Florida, 40 Fla. L. Weekly D2364 (Fla. 5th DCA Oct. 23, 2015), reasoning:

In sum, reading the two statutory provisions together leads to the inescapable conclusion that the \$500 deductible was correctly applied to EPCF's \$191 bill. The plain language of the two sections is not in conflict and provides that, where an emergency service provider submits its claims within the 30-day reserve period provided in section 627.736(4)(c), those claims will be prioritized for payment; however, any such payment will be subject to any deductibles that exist in the insurance contract between the insured and the insurer. Under these circumstances, it was a departure from the essential requirements of the law for the circuit court to affirm the county court's order.

Id. at D2366-67. As in Mercury Insurance, we grant the writ and quash the circuit court's order.

CERTIORARI GRANTED; ORDER QUASHED.

ORFINGER, COHEN and EDWARDS, JJ., concur.