

NOT FINAL UNTIL TIME EXPIRES  
TO FILE REHEARING MOTION  
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA  
THIRD DISTRICT  
JULY TERM, A.D., 2001

MIGUEL LEBED SVIGILSKY, \*\*

Appellant, \*\*

vs. \*\*

CASE NO. 3D01-515

AMEDEX INSURANCE COMPANY & \*\*  
U.S.A. MEDICAL SERVICES,  
CORP., Florida corporations, \*\*

LOWER  
TRIBUNAL NO. 00-13414  
\*\*

Appellees. \*\*

Opinion filed July 25, 2001.

An Appeal from the Circuit Court for Miami-Dade County,  
Philip Bloom, Judge.

Lopez & Best, and Virginia M. Best, for appellant.

Hunton & Williams, and Vance E. Salter, and D. Patricia  
Wallace, and Thomas R. Julin, for appellees.

Before SCHWARTZ, C.J., and GERSTEN, and GODERICH, JJ.

PER CURIAM.

Affirmed.

GERSTEN and GODERICH, JJ., concur.

Svigilsky v. Amedex Insurance Co., et  
al.

Case no. 3D01-515

SCHWARTZ, Chief Judge (specially concurring).

Although, indeed because the issue is a close one, I agree that the arbitration clause of the insurance policy in question applies to the dispute involved in this case. See *Roe v. Amica Mut. Ins. Co.*, 533 So. 2d 279 (Fla. 1988); *Royal Caribbean Cruises, Ltd. v. Universal Employment Agency*, 664 So. 2d 1107 (Fla. 3d DCA 1995); *State Farm Fire & Cas. Co. v. Middleton*, 648 So. 2d 1200 (Fla. 3d DCA 1995); see also *Cunningham Hamilton & Quiter, P.A. v. B.L. of Miami Inc.*, 776 So. 2d 940 (Fla. 3d DCA 2000), and cases cited.