

Third District Court of Appeal

State of Florida

Opinion filed October 1, 2026.
Not final until disposition of timely filed motion for rehearing.

No. 3D25-1049
Lower Tribunal No. 21-2772-SP-25

Manuel V. Feijoo, M.D., P.A., a/a/o Elizabeth Taveras,
Appellant,

vs.

Progressive American Insurance Company,
Appellee.

An Appeal from the County Court for Miami-Dade County, Gloria Gonzalez-Meyer, Judge.

George David P.A., and George David and Christian Carrazana, for appellant.

Banker Lopez Gassler P.A., and DeeAnn J. McLemore, and Tabitha C. Blackwell (St. Petersburg), for appellee.

Before FERNANDEZ, GORDO and REBULL, JJ.

PER CURIAM.

Affirmed. See Infinity Auto Ins. Co. v. Miami Open MRI, LLC, 361 So. 3d 954, 956 (Fla. 3d DCA 2023) (“Moreover, because submitting to an examination under oath is a condition precedent to receipt of PIP benefits under section 627.736(6)(g) and the policy at issue, prejudice is not an element of Infinity Auto's affirmative defense to Miami Open's claim for services taking place on June 18, 2015, and the trial court erred in requiring otherwise.”); United Auto. Ins. Co. v. LFC Med. Ctr., Inc., 388 So. 3d 1124, 1125 (Fla. 3d DCA 2024) (“United put forward sufficient evidence that the insured breached the policy by not attending the EUO”); Nunez v. Universal Prop. & Cas. Ins. Co., 325 So. 3d 267, 275 (Fla. 3d DCA 2021) (“Because the undisputed facts show that Nunez wholly failed to comply with her post-loss obligation to attend an EUO, and likewise failed to offer evidence of compliance or attempted compliance—or even a reasonable justification for the failure to attend—the trial court properly directed a verdict on whether Nunez materially breached the contract.”).