

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT
January Term 2010

UNITED AUTOMOBILE INSURANCE COMPANY,
Petitioner,

v.

COASTAL WELLNESS CENTER, INC.,
Respondent.

No. 4D09-3683

[March 3, 2010]

PER CURIAM.

Adopting the reasoning of *United Automobile Insurance Co. v. A 1st Choice Healthcare Systems*, 21 So. 3d 124 (Fla. 3d DCA 2009) (construing section 627.736(4)(b), Florida Statutes (2004), as not imposing a firm deadline for providing an insured or assignee with an “explanation of benefits” (EOB)), we grant the petition for writ of certiorari in part and quash the order and opinion of the circuit court, in its appellate capacity, but only to the extent the circuit court affirmed that portion of the county court’s directed verdict and final judgment in favor of the respondent health care provider on count II of the complaint, for breach of contract for failing to provide an EOB. In all other respects, the petition is denied. Because the one dollar nominal award of damages on Count II was de minimis, and because there is no transcript of the attorney’s fee hearing, *Applegate v. Barnett Bank of Tallahassee*, 377 So. 2d 1150 (Fla. 1979), we deny certiorari as to the circuit court’s affirmance of the attorney’s fee award as well.

Petition granted in part and denied in part.

POLEN, TAYLOR and CIKLIN, JJ., concur.

* * *

Petition for writ of certiorari to the Circuit Court for the Seventeenth Judicial Circuit, Broward County; John B. Bowman, Judge; L.T. Case No. 08-27541 CACE02.

Thomas L. Hunker, Miami, for petitioner.

Dean A. Mitchell, Ocala, for respondents.

Not final until disposition of timely filed motion for rehearing.