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FLORIDA MEDICAL PROFESSIONAL LIABILITY
CLOSED CLAIM REPORTING FORM

9802472

DEPT. FILE NO.



DEC 22 1998

INSURER'S CLAIM NUMBER: 96M05845

BUREAU OF PROPERTY &
CASUALTY INSURANCE

FRONTIER INS. COMPANY

INSURER CODE: 09574
(See Table A)

EXCESS INSURER NAME: N/A

INSURER CODE: _____
(See Table A)

HEALTH CARE PROVIDER: Perez-Noy, Antonio L.
(Last Name, First and Middle Name or Hospital Name from Table B)

IF HEALTH CARE PROVIDER (above) IS A PHYSICIAN, DENTIST OR
PODIATRIST ENTER DEPARTMENT OF PROFESSIONAL REGULATION LICENSE NUMBER: 0053247

INSURED'S NAME: Antonio Perez-Noy

STREET ADDRESS: 8260 W. Flagler St. Ste 2B

CITY: Miami STATE: FL ZIP: 33144

COUNTY CODE: 01
(See Table B)

	POLICY NUMBER	PER CLAIM POLICY LIMITS	AGGREGATE POLICY LIMITS
PRIMARY INSURER:	<u>CM05030445</u>	<u>\$ 250,000.00</u>	<u>\$ 750,000.00</u>
EXCESS INSURER:	<u>0</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

IS THE INSURED PHYSICIAN A FOREIGN MEDICAL GRADUATE? (01) Yes (02) No (IF yes, enter the country in which primary medical education was received: DOMINICA) DO

- PROFESSION OR BUSINESS: (Check one)
- (01) Physicians & Surgeons
 - (02) Hospitals
 - (03) Podiatrists
 - (04) Dentist
 - (05) Abortion Clinics
 - (06) Ambulatory Surgical Centers
 - (07) Crisis Stabilization Unit
 - (08) Health Maintenance Organization

SPECIALTY CODE: 80249
(See Table C) (Applies to physicians, surgeons, and dentists. Use ICD Common Statistical Base Classification Codes.)

- BOARD CERTIFICATION: (Check one)
- (01) In specialty coded in Item 7, above.
 - (02) In a different specialty.
 - (03) In the specialty in Item 7 and another. Enter the additional specialty code here: _____
 - (04) Insured is not board certified. (See Table C)

- PLACE WHERE INJURY OCCURRED: (Check one)
- (01) Hospital Inpatient Facility
 - (02) Emergency Room
 - (03) Hospital Outpatient Facility
 - (04) Nursing Home
 - (05) Physician's Office
 - (06) Patient's Home
 - (07) Other Outpatient Facility
 - (08) Other Location
 - (09) Other Hospital/Institution

IF PLACE OF INJURY (above) IS CHECKED AS ((08) OTHER), THEN PROVIDE A DESCRIPTION OF THE PLACE WHERE THE INJURY OCCURRED: _____

INSTITUTIONAL LIABILITY
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1. NAME OF INSTITUTION: N/A INSTITUTION CODE: _____
(See Table C)

2. LOCATION OF INSTITUTIONAL INJURY: (Check one)
 (01) Patient's Room (05) Physical Therapy Dept. (09) Radiology
 (02) Operating Suite (06) Nursery (10) Emergency Room
 (03) Recovery Room (07) Critical Care Unit (11) Other _____
 (04) Labor & Delivery Room (08) Special Procedure Room

3. DATE OF OCCURRENCE: 9/7/94

DATE REPORTED TO INSURER: 6/6/96

4. INJURED PERSON'S AGE: 34 Years (If less than one year, enter 00; if unknown, enter UNK.)

INJURED PERSON'S SEX: (M) E (Circle one) N

4.1 INJURED PERSON'S NAME: _____

STREET ADDRESS: _____

CITY: _____

15. FINAL DIAGNOSIS FOR WHICH TREATMENT WAS SOUGHT OR RENDERED: Bipolar disorder w/ Lithium (LEAVE BLANK)
15.

16. DESCRIBE MISDIAGNOSIS MADE, IF ANY, OF THE PATIENT'S ACTUAL CONDITION: N/A
16.

17. DESCRIBE ACTION WHICH CAUSED CLAIM TO BE MADE: Alleges failure to dx and treat a hand & head injury.
17.

18. DESCRIBE THE OPERATION, DIAGNOSTIC OR TREATMENT PROCEDURE CAUSING THE INJURY. USE NOMENCLATURE AND/OR DESCRIPTIONS OF THE PROCEDURES USED. INCLUDE METHOD OF ANESTHESIA, OR NAME OF DRUG USED FOR TREATMENT, WITH DETAILED OF ADMINISTRATION: N/A
18.

19. DESCRIBE THE PRINCIPAL INJURY GIVING RISE TO THE CLAIM. USE NOMENCLATURE AND/OR DESCRIPTIONS OF THE INJURY. INCLUDE TYPE OF ADVERSE EFFECT FROM DRUGS WHERE APPLICABLE: Alleged decompensation of bipolar disorder due to failure to keep hospitalized. No permanent injury.
19.

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19. SEVERITY OF INJURY: (check only one -- rate most serious injury if several are involved.)

- (01) Emotional only - Fright, no physical damage.
- (02) Insignificant - Lacerations, contusions, minor scars, rash. No delay.
- Temp- (03) Minor - - - - Infections, minor fracture, fall in hospital. Recovery delayed.
- orary (04) Major - - - - Burns, surgical extantial left, drug side effect, brain damage. Recovery delayed.
- (05) Minor - - - - Loss of fingers, loss or damage to organs. Includes nondisabling injuries.
- Perma- (06) Significant - - Deafness, loss of limb, loss of eye, loss of one kidney or lung.
- nent (07) Major - - - - Paraplegia, blindness, loss of two limbs, brain damage.
- (08) Grave - - - - Quadraplegia, severe brain damage, lifelong care or fatal prognosis.
- (09) Death

20. DATE OF SUIT, IF ANY: 11/18/96

20.1 CIRCUIT COURT CASE NUMBER: 96015558

20.2 COUNTY CODE OF COUNTY SUIT FILED IN: 40 (SEE TABLE B)

21. LIST OTHER DEFENDANTS INVOLVED IN THIS CLAIM, THE INSURER'S NUMBER AND THE COMPANION CLAIM FILE ID NUMBER:

	DEFENDANT'S NAME (Last Name, First Name)	INSURER CODE NO.	INSURER FILE ID.
1)	<u>Ivan HERNANDEZ, MD</u>		
2)			
3)			
4)			
5)			

22. WAS PLAINTIFF REPRESENTED BY AN ATTORNEY? (Check one)
 (01) Yes (02) No

23. DATE OF FINAL CLAIM DISPOSITION: 12/18/98

24. FINAL METHOD OF CLAIM DISPOSITION:

- (01) Settled by parties.
- (02) Disposed of by a court.
- (03) Disposed of by arbitration.

25. STAGE OF THE LEGAL SYSTEM AT WHICH SETTLEMENT WAS REACHED OR AWARD MADE: (Check one)

- (01) Within the presuit period as set forth in Section 766.57, Florida Statute (usually within 90 days).
- (02) After arbitration is initiated or prior to suit being filed.
- (03) Within 90 days of suit being filed.
- (04) More than 90 days after suit filed and prior to or during the course of mandatory settlement conference.
- (05) During trial but before court verdict.
- (06) After court verdict and prior to filing of notice of appeal.
- (07) After notice of appeal is filed or post-judgment relief or action is required for recovery.
- (08) During appeal.
- (09) After appeal.
- (10) Claim or suit abandoned.

27. COURT: (Check one)
- (01) No court proceedings.
 - (02) Directed verdict for plaintiff.
 - (03) Directed verdict for defendant.
 - (04) Judgment notwithstanding the verdict for plaintiff.
 - (05) Judgment notwithstanding the verdict for defendant.
 - (06) Judgment for the plaintiff.
 - (07) Judgment for the defendant.
 - (08) Judgment for the plaintiff after appeal.
 - (09) Judgment for the defendant after appeal.
 - (10) Other
 - (11) Summary judgment for the plaintiff.
 - (12) Summary judgment for the defendant.

28. ARBITRATION: (Check one)
- (01) Claim not subject to arbitration.
 - (02) Claim subject to arbitration, but settlement reached in lieu of award.
 - (03) Award for plaintiff.
 - (04) Award for defendant.

29. Was there an itemized verdict? (Check one)
- (01) Yes
 - (02) No (If yes, please attach copy of settlement or verdict.)

30. INDEMNITY PAID BY YOU ON BEHALF OF THIS DEFENDANT: ----- \$ 5,500.00

30.1 AMOUNT OF DEDUCTIBLE PAID BY THIS DEFENDANT: ----- \$ 0.00

31. INDEMNITY PAID BY EXCESS CARRIER ON BEHALF OF THIS DEFENDANT: ----- \$ 0.00

32. LOSS ADJUSTMENT EXPENSE PAID TO DEFENSE COUNSEL: ----- \$ 22,555.00

33. ALL OTHER LOSS ADJUSTMENT EXPENSE PAID: ----- \$ 7,525.00

34. NUMBER OF DAYS OF INJURED PERSON'S WAGE LOSS PAID TO DATE: ----- 0 days

35. ESTIMATED NUMBER OF FUTURE DAYS OF INJURED PERSON'S WAGE LOSS: ----- 0 days

36. INJURED PERSON'S GROSS WEEKLY INCOME: ----- \$ 0.00

37. INJURED PERSON'S TOTAL ECONOMIC LOSS:

	<u>MEDICAL</u>	<u>WAGE LOSS</u>	<u>OTHER EXPENSES</u>
A) INCURRED TO DATE -----	\$ <u>0</u> .00	\$ <u>0</u> .00	\$ <u>0</u> .00
B) ESTIMATED FUTURE -----	\$ <u>0</u> .00	\$ <u>0</u> .00	\$ <u>0</u> .00

38. AMOUNT PAID FOR INJURED PERSON'S NON-ECONOMIC LOSS: ----- \$ 5,500.00

39. IF A STRUCTURED SETTLEMENT OR PERIODIC PAYMENTS USED IN THIS CLAIM:
- A) PRESENT VALUE OF PERIODIC PAYMENTS ----- \$ 0.00
 - B) COST TO THE INSURER OF THE PAYMENTS ----- \$ 0.00
 - C) TOTAL EXPECTED PAYMENT TO PLAINTIFF ----- \$ 0.00
 - D) DID YOU PURCHASE AN ANNUITY? (01) Yes (02) No

40. BRIEFLY DESCRIBE THE STRUCTURED SETTLEMENT INCLUDING HOW IT IS FINANCED: N/A

41. TYPE OF NON-ECONOMIC DAMAGE LIMIT: (Check one)

- (01) No limit (neither party requests or agrees to voluntary binding arbitration).
- (02) No limit (defendant refuses claimant's offer of voluntary binding arbitration).
- (03) \$250,000 limit (both parties accept arbitration). (See Item 42 for exception.)
- (04) \$350,000 limit (plaintiff rejects arbitration).
- (05) Does not apply because occurrence happened before the 01-02-88 law.

42. IF (03) IS CHECKED IN ITEM 41 AND THE LIMIT ON NON-ECONOMIC DAMAGES IS DIFFERENT THAN \$250,000, HEREIN INDICATE THE MODIFIED LIMIT: \$ N/A

43. COLLATERAL SOURCE INFORMATION:

ENTER TO THE NEAREST PERCENT (use no decimals) THE PERCENT RECOVERY FOR ECONOMIC LOSS FROM:

- A. % Health
- B. % Disability
- C. % Workers' Compensation
- D. % Automobile
- E. % Medicare, Medicaid & Social Security
- F. % Other sources, specify: N/A

44. SAFETY MANAGEMENT STEPS TAKEN BY INSURED TO MAKE SIMILAR OCCURRENCES LESS LIKELY: The insured has consulted with defense counsel, medical experts and claims personnel regarding this incident.

CONTACT PERSON: David Forester ADDRESS: 6360 NW 5th Way Ste 303
TELEPHONE: 954 491-6078 F. LAUDERDALE FL 33309