

The Law Offices of Bolton & Helm, LLP

CASE LAW UPDATE

Inadvertent Provision Of Medical Benefits Within 2 Years Of The Date Of Accident Extends The Statute Of Limitations

In Varitimidis v. Walgreen Company, 2011 WL 1414181 (Fla. 1st DCA, April 14, 2011), the claimant was injured in December, 2007. The carrier inadvertently furnished medication in November 2009. The prescription for the medication was issued by an authorized doctor. The JCC found the statute of limitations had run and concluded that the petition for benefits filed on February 8, 2010 was barred. The 1st DCA *reversed* the JCC's order and held that F.S.440.19 provides for a 2 year statute of limitations and that the furnishing of medication extended the statute of limitations for another year. Therefore, the petition was timely. The 1st DCA rejected the JCC's application of Williams v. Department of Corrections, 911 So.2d 890 (Fla. 1st DCA 2005). In Williams, the 1st DCA held that when benefits are paid or provided after the statute of limitations has run, the claimant is required to prove the E/C intentionally provided benefits after the statute of limitations had expired and that the claimant detrimentally relied on the intentional provision of benefits, in order to extend the statute of limitations.

Discussion: The inadvertent provision of benefits within two years will extend the statute of limitations for another year. The standard is different if the benefits are afforded after the limitation period expires.

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