

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 10-11913
Non-Argument Calendar

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT JAN 27, 2011 JOHN LEY CLERK

D. C. Docket No. 6:09-cv-00889-ACC-DAB

ROBERT A. KINMAN,

Plaintiff - Appellant,

versus

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,
a foreign profit corporation,

Defendant - Appellee.

Appeal from the United States District Court
for the Middle District of Florida

(January 27, 2011)

Before TJOFLET, BLACK and ANDERSON, Circuit Judges.

PER CURIAM:

Robert Kinman brought this action against State Farm Mutual Automobile Insurance Company for uninsured/underinsured motorist benefits for injuries he allegedly sustained in a motor vehicle accident. State Farm pled as an affirmative defense that Kinman failed to perform a condition precedent to the entitlement of benefits under the policy by refusing to attend a scheduled medical examination as required by the policy. The district court granted State Farm summary judgment, concluding that “[n]o reasonable jury could conclude that State Farm’s [medical examination] as requested and scheduled was unreasonable or that Kinman’s refusal to submit to the [examination] was reasonable.” Order, March 25, 2009 at 6. “Because Kinman’s policy required him to submit to the [examination] and he unreasonably refused to do so, Kinman is not entitled to coverage under the uninsured motorist provision.” Id. at 8.

Kinman now appeals, contending that the district court erred in concluding that attendance at the scheduled medical examination constituted a condition precedent to coverage, and, further, that issues of fact remained to be litigated regarding Kinman’s failure to appear for the examination. We are not persuaded. We find no error in the court’s analysis of the insurance coverage. As the court properly concluded, no material fact issue was presented and State Farm was

entitled to summary judgment.

AFFIRMED.