

# Supreme Court of Florida

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No. 82,236

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RICHARD CROSBY, Petitioner,

vs.

NATIONWIDE MUTUAL FIRE  
INSURANCE COMPANY, Respondent.

**ORIGINAL**

[June 16, 1994]

OVERTON, J.

We have for review Crosby v. Nationwide Mutual Fire Insurance Co., 622 So. 2d 117 (Fla. 4th DCA 1993), based on certified conflict with Nationwide Mutual Fire Insurance Co. v. Phillips, 609 So. 2d 1385 (Fla. 5th DCA 1992). We have jurisdiction pursuant to article V, section 3(b)(4), Florida Constitution. The district court in the instant case affirmed the trial court's decision that the Nationwide policy did not afford uninsured motorist coverage to Crosby under the circumstances presented. The district court also noted that the facts of the case were identical to the facts in Phillips but

noted that the Phillips court had reached the opposite conclusion. We recently quashed the decision in Phillips on the authority of World Wide Underwriters Insurance Co. v. Welker, 19 Fla. L. Weekly S153 (Fla. March 31, 1994). See Nationwide Mutual Fire Ins. Co. v. Phillips, 19 Fla. L. Weekly S157 (Fla. March 31, 1994). For the reasons expressed in World Wide, we approve the decision in the instant case.

It is so ordered.

GRIMES, C.J., SHAW, KOGAN and HARDING, JJ., and McDONALD, Senior Justice, concur.

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING MOTION AND, IF FILED, DETERMINED.

Application for Review of the Decision of the District Court of  
Appeal - Certified Direct Conflict of Decisions  
Fourth District - Case No. 92-3427

(Okeechobee County)

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