

Supreme Court of Florida

ILLINOIS INSURANCE EXCHANGE,
et al.,
Petitioners,

vs.

SCOTTSDALE INSURANCE
COMPANY, et al.,
Respondents.

No. 89,124

[July 10, 1997]

PER CURIAM.

We originally accepted jurisdiction to review Illinois Insurance Exchange v. Scottsdale Insurance Co., 679 So. 2d 355 (Fla. 3d DCA 1996), based upon conflict jurisdiction. See art. V, § 3(b)(3), Fla. Const. After hearing oral argument, we conclude that jurisdiction was improvidently granted and accordingly dismiss the petition.

It is so ordered.

KOGAN, C.J., and OVERTON, SHAW,
HARDING, WELLS and ANSTEAD, JJ.,
concur.

GRIMES, J., dissents with an opinion.

NO MOTION FOR REHEARING WILL BE
ALLOWED.

GRIMES, J., dissenting.

I would accept jurisdiction in this case. Based on the facts set forth in its opinion, I believe the court below erroneously

characterized the respondent as an excess insurer rather than as a primary insurer. Because both parties were primary insurers, the decision below was in direct conflict with Continental Casualty Co. v. United Pacific Insurance Co., 637 So. 2d 270 (Fla. 5th DCA 1994).

Application for Review of the Decision of the District Court of Appeal - Direct Conflict of Decisions

Third District - Case No. 96-482

(Dade County)

Hinda Klein of Conroy, Simberg & Ganon,
P.A., Hollywood, Florida,

for Petitioners

Jacqueline G. Emanuel of Riley & Knoerr,
Fort Lauderdale, Florida,

for Respondents