

Supreme Court of Florida

No. SC01-464

BLUE CROSS & BLUE SHIELD OF FLORIDA, INC.
Petitioner,

vs.

ANGELA STECK,
Respondent.

[April 11, 2002]

SHAW, J.

We have for review Blue Cross & Blue Shield of Florida, Inc. v. Steck, 778 So. 2d 374 (Fla. 2d DCA 2001), based on apparent conflict with American Heritage Life Insurance Co. v. English, 786 So. 2d 1280 (Fla. 5th DCA 2001).

Both cases concern the applicability of an intoxication exclusion in an insurance policy. We have jurisdiction. See art. V, § 3(b)(3), Fla. Const.

Upon further consideration, we find no conflict. Not only are the policy

provisions¹ and factual underpinnings² of these two cases substantially different, the insurance policies themselves are different in kind. The policy in Steck was a health insurance policy; the policy in English was a life insurance policy. The parties have cited specific statutory provisions governing intoxication exclusions in health insurance policies,³ but they have cited no similar statutory provisions governing intoxication exclusions in life insurance policies.

We dismiss Blue Cross & Blue Shield of Florida, Inc. v. Steck, 778 So. 2d 374 (Fla. 2d DCA 2001).

It is so ordered.

1. The intoxication exclusion in Steck read as follows:

This contract does not provide benefits for . . . a condition resulting from you being drunk or under the influence of any narcotic unless taken on the advice of a physician.

Steck, 778 So. 2d at 375. The exclusion in English read as follows:

[This] policy does not cover any loss incurred as a result of:

d. Any injury sustained while under the influence of alcohol or any narcotic unless administered upon the advice of a physician.

English, 786 So. 2d at 1281.

2. Steck was injured when she stepped in front of an oncoming vehicle; English was killed in a single-car accident while driving a friend's car. Both Steck and English were intoxicated.

3. See, e.g., §§ 627.618, .629, Fla. Stat. (2001).

WELLS, C.J., and HARDING, ANSTEAD, PARIENTE, LEWIS, and QUINCE, JJ., 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 -
Direct Conflict

Second District - Case No. 2D00-932

(Hillsborough County)

Alan C. Sundberg of Smith, Ballard & Logan, P.A., Tallahassee, Florida; Stephen H. Grimes of Holland & Knight, Tallahassee, Florida; and Charles C. Lane of Lau, Lane, Pieper, Conley & McCreadie, P.A., Tampa, Florida,

for Petitioner

Charles P. Schropp of Schropp, Buell & Elligett, P.A., Tampa, Florida,

for Respondent