

1. . Life insurance to secure child support

(A) The father's petition does not ask for life insurance on the mother's life to secure the payment of child support. Therefore, the court has no authority to order this.

The mother's petition does ask for life insurance on the father's life to secure the payment of child support "in an amount sufficient to pay all payments requested ..." Therefore, the court has authority to order this.

(B) The evidence establishes that the father has life insurance policies sufficient to secure the payment of child support during the child's minority. The evidence also established that the premiums are affordable to the husband.

(C) However, the evidence and argument did not establish the amount of life insurance that should be payable to the mother from time to time in the event of the father's death.

For instance, assuming child support of \$500 a month, which is not the current amount ordered, the total child support payable in 18 years would be \$108,000. (\$500 x 18 x 12) No argument or evidence was made at the trial about the total amount of life insurance payable to secure the child support. Further, no argument or evidence was made at trial about whether the amount of coverage should decrease as time passes because the total remaining liability decreases. There was also no argument or evidence about how the decreasing coverage would be accomplished, if any decrease should be ordered at all.

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The wife did not request and the evidence did not support an order for the husband to obtain a life insurance policy to insure either alimony or child support. The evidence does not show if the husband is insurable and if so at what cost and so the evidence does not show that the husband can get coverage and that he can afford the coverage if he could get it. So, the court does not order the husband to maintain or obtain any policy to secure the payment of alimony or child support. *See, e.g., Arthur v. Arthur*, 987 So.2d 212 (Fla. 2d DCA 2008): " 'In order for a trial court to order that a party purchase insurance to secure a support obligation, the record should contain evidence of the payor's insurability, the cost of the proposed insurance, and the payor's ability to afford the insurance.'" *Citing Lopez v. Lopez*, 780 So.2d 164, 165-166 (Fla. 2d DCA 2001).

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4.14 Life insurance to secure payment of child support - Denied - The PPP's request for life insurance from the SSS to secure the child support is denied. The SSS has no life insurance policy and there is no showing that he is insurable or what the premium would be. There is also no evidence of an amount of coverage that would be sufficient. So, the court cannot speculate about the cost of this coverage, how much the coverage should be, and whether the SSS could afford it.

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The wife has requested that the court order the husband to secure the payment of alimony with life insurance. However, the court does not know if the husband is insurable and if so at what cost and so the court does not have evidence that the husband can get coverage and that he can afford coverage. There is evidence of a cash value of life insurance in evidence but the court does not have evidence of the annual premium, if any, so, again, the court does not have sufficient evidence to order the husband to maintain that or any other policy. So, the court does not order the husband to maintain or obtain any policy to secure the payment of alimony. *See, e.g., Arthur v. Arthur*, 987 So.2d 212 (Fla. 2d DCA 2008): “ ‘In order for a trial court to order that a party purchase insurance to secure a support obligation, the record should contain evidence of the payor’s insurability, the cost of the proposed insurance, and the payor’s ability to afford the insurance.’” *Citing Lopez v. Lopez*, 780 So.2d 164, 165-166 (Fla. 2d DCA 2001).