

Supreme Court of Florida

No. 77,219

ORIGINAL

CONTINENTAL INSURANCE COMPANY, Defendant-Appellant,

v.

THOMAS F. JONES, etc., et al., Plaintiffs-Appellees.

[January 9, 1992]

McDONALD, J.

We respond to Jones v. Continental Insurance Co., 920 F.2d 847, 851 (11th Cir. 1991), in which the United States Court of Appeals for the Eleventh Circuit certified the following question to the Supreme Court of Florida:

What is the appropriate measure of damages in a first-party action for bad faith failure to settle an uninsured motorist insurance claim (under Fla. Stat. § 624.155(1)(b)(1.)[])?

We have jurisdiction pursuant to article V, section 3(b)(6), Florida Constitution.

We recently addressed this issue in McLeod v. Continental Insurance Co., No. 77,089 (Fla. Jan. 9, 1992), and held that the

damages recoverable in a first-party bad faith suit under section 624.155, Florida Statutes (1989), are those damages which are the natural, proximate, probable, or direct consequence of the insurer's bad faith. We further held that such damages may include, but are not limited to, interest, court costs, and reasonable attorney's fees incurred by the plaintiff. Accordingly, the certified question in this case is answered by reference to our decision in McLeod.*

It is so ordered.

SHAW, C.J. and OVERTON, GRIMES and HARDING, JJ., concur.
BARKETT, J., dissents with an opinion, in which KOGAN, J., concurs.

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

* We choose not to address the other issues raised by Continental.

BARKETT, J., dissenting.

I dissent for the reasons expressed in my opinion in
McLeod v. Continental, No. 77,089 (Fla. Jan. 9, 1992)
(Barkett, J., dissenting).

KOGAN, J., concurs.

Certified Question of Law from the United States Court of Appeals
for the Eleventh Circuit - Case No. 89-5911

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