

**ARKANSAS COURT OF APPEALS**DIVISION IV  
No. CA11-1280

JOHN L. BALDWIN, JR.

APPELLANT

V.

RHONDA LYNN BALDWIN

APPELLEE

Opinion Delivered May 9, 2012

APPEAL FROM THE LONOKE  
COUNTY CIRCUIT COURT  
[DR-2011-153]HONORABLE SANDY HUCKABEE,  
JUDGE

AFFIRMED

**DAVID M. GLOVER, Judge**

Rhonda and John Baldwin were married in 1979. John appeals from the August 23, 2011 decree by which they were divorced. His sole point of appeal challenges the trial court's order for him to provide Rhonda with her current health insurance, at his expense, for three years following the divorce decree, and to pay one-half of Rhonda's non-covered and deductible medical expenses for the same period of time. We affirm.

At the final hearing, Rhonda testified that she had investigated getting her own insurance but that she was not able to do so because of her health history. She explained that she was "two years out" from breast cancer, and had suffered two broken hips, which she attributed to the side effects of the chemotherapy that she was taking for her breast cancer. She explained that three of the four insurance companies she investigated told her she had to have a minimum of five years in remission before they could underwrite her coverage, and that the fourth company told her it had a six-year minimum. She also

Cite as 2012 Ark. App. 334

explained that she is currently dealing with additional medical issues, including a possible bone infection resulting from the broken hips, that she has no way to pay for her medical expenses, and that she has no way of getting other medical insurance without staying on her current insurance through John's employment.

Rhonda testified that she works as a dental assistant. She reviewed her affidavit of financial means and stated that her take-home pay is \$1,188 every two weeks, which is a little less than \$2,400 a month. Currently, her living expenses and debt payments exceed her monthly take-home pay by approximately \$375.

John testified that his take-home pay is approximately \$500 per week; that his company pays his health-insurance premiums; and that he did not include Rhonda's health insurance in his financial disclosures. He explained that his pay-check deduction for Rhonda's insurance is about \$79 per week. His living expenses amount to \$1,500 per month, including \$200 per month for his attorney and \$300 per month, after insurance, for the medicines he takes. He acknowledged that, despite the fact he had known for months he would be attending the hearing and addressing the issue of Rhonda's health insurance, he had not found out how much it would cost him if he were ordered to pay for her insurance after the divorce.

At the conclusion of the hearing, the trial court ordered John to continue to pay for Rhonda's medical insurance for a period of three years after the divorce and that any expenses not covered by insurance would be equally shared between the parties.

Cite as 2012 Ark. App. 334

Both parties take the position in this appeal that the court's order to pay for health insurance and noncovered and deductible health expenses is a form of alimony. The award of alimony in a divorce case is reviewed under an abuse of discretion standard, and this court will not reverse an alimony decision absent a clear abuse of that discretion. *Burns v. Burns*, 312 Ark. 61, 847 S.W.2d 23 (1993). Appellant contends that the trial court clearly abused its discretion in making this award. We disagree.

The primary factors to be considered in awarding alimony are the needs of one party and the ability of the other party to pay. *Burns, supra*. Rhonda's need for health insurance is obvious, and her inability to obtain her own insurance at this time is understandable. Even though Rhonda's income exceeds that of John, her current financial situation has her expenses and debts exceeding her income by approximately \$375 a month, while John's income exceeds his expenses and debts by over \$800 every month. At the hearing, it was undisputed that John was paying \$79 per month for Rhonda's health insurance, and he presented no evidence concerning whether it would increase, post-divorce. Moreover, the trial court limited the period of payment to three years, at which time, theoretically, Rhonda will be able to obtain her own health insurance. We are not convinced that the trial court abused its discretion in making the award that it did under the facts of this case.

Affirmed.

HART and GRUBER, JJ., agree.