

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

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
JULY TERM, A.D., 2003

ISAAC CORIAT,	**	
Appellant,	**	
vs.	**	CASE NO. 3D02-1096
GLOBAL ASSURANCE GROUP, INC,	**	LOWER
and MORGAN-WHITE ADMINISTRATORS,	**	TRIBUNAL NO. 01-3814
INC.,	**	
Appellees.	**	

Opinion filed October 15, 2003.

An Appeal from the Circuit Court for Miami-Dade County, Jon I. Gordon, Judge.

Lopez & Best, and Virginia M. Best, for appellant.

Jack Geckler and Nicholas Fernandez, for appellee Global Assurance Group, Inc, and Allan Jay Atlas, Hessen, Schimmel, and De Castro for appellee Morgan-White Administrators, Inc.

Before GERSTEN, RAMIREZ, and WELLS, JJ.

PER CURIAM.

We reverse the final order dismissing the insured's third amended complaint. A trial court when considering a motion to

dismiss must look only to the four corners of the complaint including the attachments; and the allegations contained therein should be taken as true without regard to the pleader's ability to prove them. See K.W. Brown and Co. v. McCutchen, 819 So. 2d 977 (Fla. 4th DCA 2002).

Here, the trial court granted the motion to dismiss and cited to Royal Carribean Cruises, Ltd. v. Universal Employment Agency, 664 So. 2d 1107 (Fla. 3d DCA 1995). Royal Carribean held that the cause of action arose out of contract and thus the contract clause requiring the claims to be settled by arbitration governed, even though the action sounded entirely in tort. See Royal Carribean Cruises, Ltd. v. Universal Employment Agency, 664 So. 2d at 1107. The arbitration clause referred to in the motion to dismiss was not part of the complaint nor was it an attachment. Therefore dismissal on these grounds was incorrect. See Sigma Fin. Corp. v. Inv. Loss Recovery Serv., Inc., 673 So. 2d 572 (Fla. 4th DCA 1996). Accordingly, the order below is reversed.

Reversed.