

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, 2003

JEFFREY RUBINSTEIN,	**	
Appellant,	**	
vs.	**	CASE NO. 3D03-762
KAREN S. RUBINSTEIN,	**	LOWER
Appellee.	**	TRIBUNAL NO. 02-4645

Opinion filed December 31, 2003.

An Appeal from the Circuit Court for Miami-Dade County,
Victoria Platzer, Judge.

Hall, David and Joseph and Christopher David, for appellant.

Dennis B. Freeman, for appellee.

Before COPE, GODERICH and SHEPHERD, JJ.

PER CURIAM.

The former husband appeals from a final judgment of dissolution of marriage awarding the former wife permanent periodic alimony and securing such alimony with life insurance. We affirm, in part, and

reverse, in part.

The former husband challenges the amount of permanent periodic alimony awarded contending that the trial court improperly intended to equalize the parties incomes. A review of the record shows that this contention lacks merit. The trial court's order makes appropriate findings in accordance with the statutory factors to support its award. § 61.08(2), Fla. Stat. (1999). Accordingly, we affirm this portion of the final judgment.

In contrast, the former husband properly challenges the trial court's imposition of a life insurance obligation to secure the alimony awarded to the former wife on the basis that the trial court failed to make the appropriate findings to support such an award, and no evidence was introduced on which an award could be based. § 61.08(3), Fla. Stat. (1999); Sobelman v. Sobelman, 541 So. 2d 1153, 1154-55 (Fla. 1989); Pinion v. Pinion, 818 So. 2d 557 (Fla. 2d DCA 2002); Hedendal v. Hedendal, 695 So. 2d 391, 392 (Fla. 4th DCA 1997). Accordingly, we reverse this portion of the final judgment and remand for the entry of an amended final judgment deleting the insurance requirement.

Affirmed, in part; reversed, in part.