

OHIO CASE SUMMARIES

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Ohio case summaries will be provided on a continuing basis every Wednesday and Friday of each week (excluding holidays). Summaries include brief descriptions of cases decided in the past week by the Ohio Supreme Court and lower appellate courts on issues related to insurance law. To discontinue receiving this service, please call Jared Wagner at 937-224-3333 or email Jared at jawagner@green-law.com.

Court of Appeals: Ninth District

Case Name: Figetakis v. Owners Ins. Co., 2006-Ohio-918

Decided: March 1, 2006 (posted March 1, 2006)

Issue: Effect of clause in an insurance contract limiting the time frame within which to bring a suit.

Summary of Opinion: The insured in this case suffered property damage on July 23, 2003. Over a year later, on September 26, 2004, he brought suit against Owners Insurance Company alleging that his homeowners' insurance policy provided coverage for the loss he had incurred in 2003. The homeowners' insurance policy in question had a provision stating that "[s]uit must be brought within one year after the loss or damage occurs." The trial court found that the insured's action was brought outside of this one-year limitation provision and granted Owners Insurance Company summary judgment. In affirming the trial court's decision, the Ninth District held that the insured's cause of action for coverage under the Insurance policy had accrued on the date the damage occurred, which was more than one year prior to the commencement of a suit by the insured. Furthermore, because the present case involved a homeowners insurance policy rather than uninsured or underinsured motorist coverage, the Court of Appeals distinguished the facts of this case from *Miller v. Progressive Casualty Ins. Co.*, wherein the Ohio Supreme Court held that a provision in an insurance policy for uninsured or underinsured coverage providing that suit must be brought within one year of the accident is void as against public policy. Thus, the Court reaffirmed the principle that an insurance policy, other than a uninsured or

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underinsured motorist policy, may limit the time to commence an action on such a policy to less than the fifteen year statute of limitation period.

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