

## 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](mailto:jawagner@green-law.com).**

Court of Appeals: Third District

Case Name: Hasenfratz v. Warnement, 2006-Ohio-2797

Decided: June 5, 2006 (posted June 5, 2006)

Issue(s): UM/UIM Coverage/Scope of the ruling in *Galatis*

Summary of Opinion: Plaintiff was injured while driving an automobile owned by her company and while she was in the course and scope of her employment. She brought suit against Zurich Insurance Company (“Zurich”), which had issued her company an excess coverage umbrella policy (the “umbrella policy”). Plaintiff’s suit sought Underinsured Motorist Coverage (“UIM”) under the umbrella policy. Zurich denied Plaintiff coverage on the basis that the umbrella policy listed the “insured” as the entity to whom UIM coverage extended. Zurich argued that the “insured” was defined by the policy as the corporation Plaintiff worked for and that coverage did not extend to Plaintiff personally. Specifically, Zurich claimed that the language in the umbrella policy was different than the situation in typical *Scott-Ponzer* cases where a policy lists “you” as the entity to which UIM coverage extends and “you” refers to a corporation. The Third District rejected Zurich’s argument and held that the term “insured” when referring to a corporation is as ambiguous as the term “you.” The Court also found that the Ohio Supreme Court’s decision in *Gaslights*, which overruled in part the *Scott-Ponzer* line of cases, did not overrule the holding that a corporation does not operate or occupy a vehicle and that UIM coverage can not logically extend to the corporation as an entity. Thus, the Court held that an insurance policy that refers to a corporation as the named insured, whether by using the term “you” or “insured,” is ambiguous and must be interpreted in favor of coverage for the employee, assuming, of course, that the employee was operating the vehicle in the course and scope of employment.

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As a service to our clients, we provide weekly summaries of the most recent Ohio Supreme Court and appellate court decisions on cases of interest to our insurance clients. No opinion as to the legal import of the cases summarized is intended. Any questions regarding the information contained in this transmission should be directed at any time to one of the attorneys of the firm.

Court of Appeals: Fifth District

Case Name: Durant v. Buckeye Union Ins. Co., 2006-Ohio-2866

Decided: May 24, 2006 (posted June 7, 2006)

Issue(s): Comprehensive Business Policy/Roman Catholic Diocese

Summary of Opinion: Plaintiff's husband was killed in a car accident in September of 1990. Prior to his marriage to Plaintiff, the husband had been an ordained priest employed by the Roman Catholic Diocese of Cleveland ("Diocese"). In 1979, the husband resigned as a priest, but failed to complete a ritualistic process of formal withdrawal from the priesthood known in Catholicism as laicization. Accordingly, the Roman Catholic Church still officially recognized the husband as a priest at the time of his death, despite the fact that he was not listed on the Diocese's roster of priests and was not authorized by the Church to perform any official duties or ceremonies. The wife brought suit against the Buckeye Union Insurance Company, which had issued an insurance policy to the Diocese that included priests of the Diocese as covered entities. Accordingly, the wife argued that because her husband was still technically considered a priest at the time of his death by the Church, he should have been covered by this policy. The Fifth District rejected this argument, holding that the common meaning of the term "priest" referred to individuals who have authority to perform and administer religious rites. Thus, while the husband may have been considered a priest under the religious tenets of Catholicism, he was not a priest under the plain meaning of the word and was not covered under the policy.

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