

OHIO CASE SUMMARIES
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Ohio case summaries are brief descriptions of cases decided in the past week by the Ohio Supreme Court and lower appellate courts on issues related to insurance law. Except for holidays, these summaries will be provided Wednesday and Friday of each week. To discontinue receiving this service, please call Jared Wagner at 937-224-3333 or email Jared at jawagner@green-law.com.

Court of Appeals: Second District

Case Name: *Searcey v. Yahle*, 2006-Ohio-4520

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

Issue(s): Underinsured Motorist Coverage / Definition of Owner

Summary of Opinion: Plaintiff had a deal with a car dealership under which he was allowed to purchase vehicles at auction using the dealership's name. The vehicles that Plaintiff purchased were titled in the dealership's name, but he paid the entire cost of purchasing and repairing the vehicles. Plaintiff would then place the vehicles on the dealership's lot, but he was entitled to the sum of the proceeds realized upon the vehicles' sale, with the Dealership receiving only \$100.00 in commission per vehicle sold. In October of 1998, Plaintiff was injured in an automobile accident while operating a vehicle he had bought at an auction and titled under the dealership's name. However, Plaintiff admitted that he had taken possession of the vehicle for personal use and that the vehicle had never been on the dealership's premises. Furthermore, Plaintiff was using the vehicle to get groceries at the time of the accident. Plaintiff sought underinsured motorist coverage pursuant to the dealership's insurance policy. The dealership's insurance company, Erie Insurance, denied coverage and filed a motion for summary judgment. Under the terms of the Erie policy, Plaintiff would be considered an insured if he was operating a vehicle owned by the dealership at the time of the accident. The trial court found that there was no coverage and granted summary judgment. On appeal, the Second District affirmed. Despite the fact that the term "own" was not defined in the insurance policy and that the vehicle was titled in the dealership's name, the court held that Plaintiff was the true "owner" of the vehicle under both the commonly accepted meaning of this term and the provision of the Uniform Commercial Code,

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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.