

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: Seventh District

Case Name: *Marra v. Nationwide Ins. Co.*, 2007-Ohio-356

Decided: January 22, 2007 (posted January 29, 2007)

Issue(s): UIM Coverage / Named Auto Exclusion

Summary of Opinion: Plaintiff was injured in a motor vehicle accident and sought underinsured motorist (“UIM”) coverage through his company’s commercial liability insurance policy. Plaintiff owned the vehicle he was driving at the time of the accident, but it was not listed as a covered auto under the company’s insurance policy. The insurer denied coverage on the basis of an provision in the UIM section that excluded coverage for bodily injury incurred while occupying a non covered auto. The trial court granted the insurer summary judgment based on this exclusion. On appeal, a majority of the panel sitting for the Seventh District reversed the trial court’s decision. The majority held that the policy was ambiguous because the definition of an insured at the beginning of the policy did not specifically indicate that an insured would be covered only when operating a covered auto. Thus, the majority construed the “ambiguity” in favor of coverage, and held that the covered auto exclusion in the UIM provision was unenforceable. In reaching this decision, the majority cited to cases making similar rulings in the Eleventh and First Districts.

One judge on the panel filed a separate dissenting opinion, stating that the trial court’s grant of summary judgment should have been upheld. The dissent pointed out that the Eleventh District has subsequently backed away from its decision, and attacked the decision of both the First District and the majority as nonsensical. According to the dissent, insurance policies contain many provisions and clauses that must be read within the context of the entire document. An insurer should not be prohibited from limiting UIM coverage to covered autos just because an insured is not defined solely as one driving a covered auto.

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As a service to our clients, we provide weekly summaries of the most recent Ohio Supreme Court and appellate 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.