

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

Court of Appeals: Twelfth District

Case Name: *Wohl v. Swinney*, 2007-Ohio-592

Decided: February 12, 2007 (posted February 12, 2007)

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

Summary of Opinion: James Slattery was injured while driving a car owned by Linda Wohl. Linda was the owner of the car, and she was insured through a policy with Motorists Mutual ("Motorists"), which provided UIM coverage of \$250,000 per passenger and \$500,000 per accident. Slattery was insured through a policy of insurance through American States ("American"), which provided UIM coverage of \$12,500 per person and \$25,000 per accident. The tortfeasor settled for the limits of his insurance coverage, which was \$500,000, with \$499,999 being allocated to Wohl and \$1.00 being allocated to Slattery. Motorist agreed to the allocation, but informed Slattery that he did not qualify as an "insured" under the UIM provisions of its policy with Wohl. Subsequently, Motorist sought a declaratory judgment that Slattery was not entitled to UIM coverage under its policy, which defined an insured for UIM purposes as "you or a family member" and "any other person occupying your covered auto who is not a named insured or an insured family member for uninsured motorist coverage under another policy." Motorist maintained that Slattery did not qualify because he was neither the named insured nor a family member of a named insured. Furthermore, Motorist claimed that Slattery did not qualify for the second definition of an insured because he had UIM coverage under his American policy. The trial court disagreed and granted Slattery summary judgment. On appeal, the Twelfth District affirmed the trial court and held that the above quoted language was ambiguous because it is not clear whether the "UIM coverage under another policy" language pertains to any other person occupying a covered auto or only to family members. The Twelfth District specifically noted that its ruling is in direct conflict with the ruling of the Eighth District in *Safeco v. Motorists Mut. Ins. Co.*, 2006-Ohio-2063.

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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.