

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: Sixth District

Case Name: *Pierson v. Farmers Ins. of Columbus, Inc.*, 2007-Ohio-1188

Decided: March 9, 2007 (posted March 16, 2007)

Issue(s): Interpretation of the phrase “used in connection with”

Summary of Opinion: Plaintiff’s son was killed while playing on a patio of a home owned by Defendant. The home was only an “investment” property, and was not Defendant’s main residence. However, Defendant did occasionally use the property to store items that he would use at his main residence such as furniture and a lawn tractor. There was no insurance coverage on the property in question, but Plaintiff sought coverage under the homeowner’s policy Defendant carried on his main residence. The policy provided coverage for the residence premises and any premise used in connection with the residence premises. Plaintiff argued that the “investment” property was used in connection with the residence property because Defendant stored items used at the residence property in the “investment” property. The trial court rejected Plaintiff’s claim and granted summary judgment. On appeal, the Sixth District held that “[i]n determining whether premises are used 'in connection with' insured premises, courts generally consider the proximity of the premises, the type of use of the premises, and the purpose of the insurance policy as a whole.” The appellate court refused to find that Defendant’s sporadic and limited use of the “investment” property amounted to using it in connection with his residence property, especially given the fact that the properties were in different towns. Furthermore, while it could be said that Defendant used his lawn tractor and furniture in connection with the “investment” property, he did not use his residence property in connection with the “investment” property. Accordingly, the judgment granting summary judgment in favor of the insurance company was affirmed.

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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.

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