

**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: Sixth District

Case Name: *Raboin v. Auto-Owners Ins. Co.*, 2008-Ohio-605

Decided: February 15, 2008 (posted February 15, 2008)

Issue(s): Interpretation of UIM Provision

Summary of Opinion: Plaintiff was struck by a van while operating a tractor within the course an scope of his employment for Chef's Garden, Inc. ("Chef's Garden"). The tractor was being leased to Chef's Garden by another corporation. Plaintiff settled with the tortfeasor and sought underinsured motorist ("UIM") coverage through the Auto-Owners policy issued to Chef's Garden. Auto-Owners filed a motion for summary judgment, arguing that Plaintiff was not entitled to UIM coverage under the policy. The trial court agreed and granted Auto-Owners summary judgment. The declarations page of the pertinent policy listed 17 specific motor vehicles and provided that each of the 17 had \$500,000 in liability coverage and \$500,000 in UIM coverage per occurrence. The declarations page also contained coverage for "hired automobiles," but only provided liability coverage for such vehicles; there was no specific mention of UIM coverage for "hired automobiles." However, the specific UIM provisions of the policy provide coverage for any automobile with liability coverage. Defendant argued that because the tractor quailed as a "hired automobile" it was eligible for liability coverage and thus eligible for UIM coverage. Auto-Owners argued that only the 17 vehicles specifically noted on the declarations page as having UIM coverages should be eligible. In support of this argument, Auto-Owners pointed out that UIM coverage was not referenced with respect to "hired automobiles" yet it was referenced with respect to "named automobiles." Overturning the decision of the trial court and ruling against Auto-Owners, the Sixth Circuit found that the forgoing policy was ambiguous. Therefore, the policy was strictly construed against Auto-Owners and in favor of coverage, and the court held that Plaintiff was entitled to UIM coverage.

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