

## OHIO CASE SUMMARIES

### A SERVICE OF GREEN & GREEN, LAWYERS A Legal Professional Association

**Ohio case summaries will be provided on a continuing basis every Wednesday and Friday of each week (excluding holidays). Summaries include brief descriptions of cases decided in the past week by the Ohio Supreme Court and lower appellate courts on issues related to insurance law. To discontinue receiving this service, please call Adam Webber at 937.224.3333 or send an email to arwebber@green-law.com.**

Court of Appeals: Supreme Court of Ohio

Case Name: Angel v. Reed, 2008-Ohio-3193

Decided: July 3, 2008

Issue(s): Insurance policies requiring claims to be brought within two years are enforceable

Summary of Opinion: Plaintiff Angel was injured in a motor vehicle accident caused by Defendant Reed. She was a passenger in Reed's vehicle. Reed told the police that he had liability insurance with Nationwide Insurance Company. In fact, Reed's policy with Nationwide had been cancelled three months prior to the accident. At the time of the accident, Plaintiff had UM/UIM coverage with Allstate. Allstate's policy required that "any legal action against Allstate *must be brought within two years of the date of the accident.*"

Plaintiff first filed suit against Reed twenty-three months after the accident, but later voluntarily dismissed the suit. She brought the claim again twelve months later, but only then did she discover that Reed had no liability insurance. Three years after the accident, Plaintiff notified Allstate that she was making a claim for UM/UIM coverage. Allstate sought summary judgment.

The Ohio Supreme Court held that the policy's two-year limitation period for bringing a cause of action for UM/UIM benefits was enforceable. The Court noted that although the statutory limitations period in Ohio for suits on written contracts is fifteen years, parties are permitted to reasonably limit the time for bringing an action on the contract. Plaintiff argued that the two-year limitation did not begin to run until she discovered that Reed was

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uninsured. The Court held that, based on the express language in the policy, Plaintiff had two years *from the date of the accident*. The Court noted that Plaintiff did not need to sue Reed to determine his insurance status; rather, all that was necessary was for her to contact Nationwide. The Court held that there was no reason why it should have taken Plaintiff three years to realize that Reed was uninsured.

Court of Appeals: Supreme Court of Ohio

Case Name: Hageman v. Southwest Gen. Health Ctr., 2008-Ohio-3343

Decided: July 9, 2008

Issue(s): Third parties may be liable for the unauthorized disclosure of medical information obtained through litigation

Summary of Opinion: Plaintiff Hageman brought suit alleging improper disclosure of his medical records without his authorization. In 2003, Attorney Barbara Belovich acquired Hageman's psychiatric records for use in a divorce proceeding. She represented Hageman's wife in the divorce and gathered the records by subpoena. Hageman did not sign a release. Attorney Belovich then met with the Prosecutor on a concurrent criminal case involving Hageman. Belovich voluntarily gave the prosecutor a copy of Hageman's medical records. The psychiatric records were ultimately never used in either the divorce proceedings or the criminal proceedings, and they never became a part of the public record.

The Ohio Supreme Court has previously recognized two types of torts for breach of confidentiality: one against physicians and hospitals that disclose confidential medical information to third parties without authorization or privilege to do so, and one against third parties who induce physicians or hospitals to disclose such information.

Applying these torts' rationale to this case, the Court refused to find that one's waiver of privilege of confidentiality to their medical records in one legal manner meant that the privilege was waived for all subsequent legal matters. The Court also found that tort liability can arise when a third party receives confidential medical information and shares it with another third party. The Court noted this is especially true in this case where Attorney Belovich's motive for sharing the psychological records with the prosecutor was to increase the legal pressure against Hageman. The Court held that an attorney can certainly use medical records obtained lawfully through the discovery process for the purposes of the case at hand, but an attorney or other third-party may be liable for unauthorized disclosure of that party's medical information obtained through litigation.

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