

OPINIONS OF THE SUPREME COURT OF OHIO

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Prudential Insurance Company of America, Appellee, v. Houk, Appellant, et al.

[Cite as Prudential Ins. Co. of Am. v. Houk (1993), Ohio St.3d .]

Insurance benefits -- Provisions of R.C. 1339.63 as applied to contracts entered into before effective date of statute violate Section 28, Article II of the Ohio Constitution.

(No. 93-955 -- Submitted December 7, 1993 -- Decided December 29, 1993.)

Appeal from the Court of Appeals for Stark County, No. CA-9093.

John W. Ergazos, for appellant.

The motion to certify the record is allowed and the judgment of the court of appeals is reversed on authority of Aetna Life Ins. Co. v. Schilling (1993), 67 Ohio St.3d 164, 616 N.E.2d 893.

Moyer, C.J., Douglas, Resnick and Pfeifer, JJ., concur.

A.W. Sweeney, Wright and F.E. Sweeney, JJ., dissent for the reasons stated in the dissenting opinions of A.W. Sweeney and Wright, JJ., in Aetna Life ins. Co. v. Schilling (1993), 67 Ohio St.3d 164, 168-174, 616 N.E.2d 893, 896-900.