

OPINIONS OF THE SUPREME COURT OF OHIO

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State Farm Mutual Automobile Insurance Company, Appellant and Cross-Appellee, v. Reinhart, Admr., et al., Appellees and Cross-Appellants.

[Cite as State Farm Mut. Auto. Ins. Co. v. Reinhart (1995), Ohio St.3d .]

Insurance -- Insurer fails to exercise good faith in the processing of a claim of its insured, when.

(No. 94-2173 -- Submitted February 21, 1995 -- Decided April 5, 1995.)

Appeal and Cross-Appeal from the Court of Appeals for Seneca County, Nos. 13-93-37 and 13-93-38.

Hamilton, Kramer, Myers & Cheek and James R. Gallagher, for appellant and cross-appellee.

Luigia Tenuta, for appellees and cross-appellants.

The discretionary appeal is not allowed, but the discretionary cross-appeal is allowed. The judgment of the court of appeals is reversed, and the cause is remanded to the trial court for further proceedings on the authority of Zoppo v. Homestead Ins. Co., (1994), 71 Ohio St.3d 552, 644 N.E.2d 397.

Moyer, C.J., Douglas, Resnick, F.E. Sweeney, Pfeifer and Cook, JJ., concur.

Wright, J., dissents for the reasons stated in his dissenting opinion in Zoppo v. Homestead Ins. Co. (1994), 71 Ohio St.3d 552, 559-262, 644 N.E.2d 397, 402-404.