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*Edwards, J.*

{¶1} Defendants-appellants Camala Smith, the Estate of Krysten Smith, Rachelle Smith and Ryan Smith [hereinafter appellants] appeal from the May 29, 2003, grants of summary judgment in favor of plaintiffs-appellees State Farm Mutual Automobile Insurance Company, Cincinnati Insurance Company, Netherlands Insurance Company and Midwestern Indemnity Company. On a cross appeal, plaintiff-cross appellant State Farm Mutual Automobile Insurance Company appeals from the May 29, 2003, grant of summary judgment in favor of State Farm Mutual Automobile Insurance and against the defendants-cross appellees Camala Smith, the Estate of Krysten Smith, Rachelle Smith and Ryan Smith.

STATEMENT OF THE FACTS AND CASE

{¶2} On June 30, 2001, Krysten R. Smith, age 11, was severely injured in an automobile crash. Krysten was riding as a passenger in a vehicle owned and operated by Corby Smith, Krysten's father. The crash was caused by the negligence of Corby Smith when he failed to yield the right of way at a stop sign. Two days later, on July 2, 2001, Krysten died as a result of her injuries.

{¶3} Krysten was survived by her mother, Camala Smith, her siblings Rachelle and Ryan Smith and her father Corby Smith. Krysten's parents, Camala and Corby were divorced. At the time of the crash, Krysten, Rachelle and Ryan lived with Camala Smith. Pursuant to the divorce, Corby had visitation rights with Krysten, which he exercised.

{¶4} At the time of the accident, Corby Smith was insured under an automobile policy issued by State Farm Mutual Insurance with an applicable policy limit of \$50,000.00. State Farm offered the limits of the policy and the settlement was approved by the Stark County Probate Court on May 2, 2002. The sum of \$5,469.22 was allocated to the payment of Krysten's burial expenses and the remainder was distributed to Camala Smith.

{¶5} Camala, Rachelle and Ryan Smith had personal automobile insurance policies issued by State Farm Mutual Insurance. Each policy provided uninsured/underinsured motorists coverage up to \$50,000.00. State Farm conceded coverage under those personal policies and they are not at issue on appeal.

{¶6} Corby Smith was employed by R & S Corporation, d.b.a. Salem Giant Eagle [hereinafter Giant Eagle]. Giant Eagle was insured under a commercial automobile policy issued by State Farm Mutual Automobile Insurance.

{¶7} Camala Smith was employed by Aladdin Food Management Services, Inc. [hereinafter Aladdin]. Corby Smith was employed there too as a second job. Aladdin was insured under a commercial automobile insurance policy, a commercial general liability policy and an excess liability/umbrella insurance policy, each issued by Cincinnati Insurance Company.

{¶8} Although Camala and Corby were employed by Aladdin, appellants assert that Camala and Corby were acting as loaned servants to Mount Union College. Mount Union College was insured under a business automobile insurance policy and a commercial general liability policy issued by Netherlands Insurance Company. In addition, Mount Union was insured under an excess liability/umbrella policy issued by Midwestern Indemnity Company. All three of those policies were marketed under the name of “Indiana Insurance Company” but were issued by Netherlands Insurance Company and Midwestern Indemnity Company.

{¶9} Rachelle Smith was employed by Alphabet Nursery School. At the time of the crash, Alphabet Nursery School was insured under a commercial auto policy issued by Monroe Guaranty Insurance Company. Camala, Rachelle and Ryan Smith and Monroe Guaranty have reached a settlement with regard to this policy. Accordingly, the Monroe Guaranty policy is not at issue herein.

{¶10} Prior to reaching a settlement with appellants, Monroe Guaranty Insurance Company filed a Complaint for Declaratory Action against Camala Smith, as Executrix of the Estate of Krysten Smith, Rachelle Smith, Ryan Smith, Aladdin Food Management Services, Inc., Aladdin’s insurer, Giant Eagle, Inc., Mount Union College, Mount Union College’s insurer, State Farm Mutual Automobile Insurance Company, and Indiana

Insurance Company. Camala Smith, as Executor of Krysten Smith's Estate and in her individual capacity, Rachelle Smith and Ryan Smith filed an Answer and Counterclaim, Cross-Claims and Third Party Complaint for Declaratory Judgment. The Smiths sought to collect benefits under the various underinsured motorist policies pursuant to *Scott-Pontzer v. Liberty Mut. Ins. Co.* (1999), 85 Ohio St.3d 660, 715 N.E.2d 1142, *Ezawa v. Yasuda Fire & Marine Ins. Co.* (1999), 86 Ohio St.3d 557, 70 N.E.2d 1116, *Moore v. State Auto Ins. Co.* (2000), 88 Ohio St.3d 27, 723 N.E.2d 97 and *Selander v. Erie Ins. Group* (1999), 85 Ohio St.3d 541, 709 N.E.2d 1161. By multiple Judgment Entries filed May 29, 2003, the trial court granted motions for summary judgment in favor of each of the relevant insurance companies; namely, State Farm Mutual Automobile Insurance Company, Cincinnati Insurance Company, Netherlands Insurance Company and Midwestern Indemnity Company.

{¶11} Accordingly, it is from the May 29, 2003, Judgment Entries that appellants/cross appellees appeal, raising the following assignments of error:

{¶12} "I. THE TRIAL COURT ERRED IN FINDING THAT THE 'OTHER OWNED AUTO' EXCLUSION FOUND IN STATE FARM'S AUTO POLICY PRECLUDED COVERAGE TO DEFENDANT-APPELLANTS, THE SMITH FAMILY.

{¶13} "II. THE TRIAL COURT ERRED IN FINDING THAT WEST VIRGINIA LAW APPLIED TO THE POLICIES OF INSURANCE ISSUED BY CINCINNATI INSURANCE COMPANY.

{¶14} III. THE TRIAL COURT ERRED IN FINDING THAT NO COVERAGE WAS EXTENDED TO CAMALA SMITH UNDER THE CINCINNATI UMBRELLA POLICY.

{¶15} “IV. THE TRIAL COURT IMPROPERLY FOUND THAT THE CINCINNATI CGL POLICY IS NOT AN AUTOMOBILE POLICY SUBJECT TO R.C. 3937.18.

{¶16} “V. THE TRIAL COURT ERRED IN FINDING THAT THE SMITH FAMILY WAS NOT COVERED UNDER THE BUSINESS AUTO POLICY BECAUSE KRYSTEN SMITH WAS NOT OCCUPYING A COVERED AUTO.

{¶17} “VI. THE TRIAL COURT ERRED IN FINDING THAT THE ‘OTHER OWNED AUTO’ EXCLUSION IN THE NETHERLANDS AUTO POLICY EXCLUDED THE SMITH FAMILY FROM COVERAGE.

{¶18} “VII. THE TRIAL COURT ERRED IN FINDING THAT THE NETHERLANDS CGL POLICY IS NOT AN AUTOMOBILE POLICY SUBJECT TO R.C. 3937.18.

{¶19} “VIII. THE TRIAL COURT ERRED IN FINDING THAT NO COVERAGE WAS EXTENDED TO CAMALA SMITH UNDER THE MIDWESTERN UMBRELLA POLICY.”

{¶20} Appellee/cross appellant State Farm Mutual Automobile Insurance Company raises the following assignments of error on cross appeal:

{¶21} “I. THE TRIAL COURT ERRED IN CONCLUDING THAT THE SMITHS WERE INSURED UNDER THE STATE FARM POLICY.

{¶22} “II. THE TRIAL COURT ERRED IN CONCLUDING THAT *WOLFE* APPLIED TO THE STATE FARM POLICY.”

I, II, III, IV, V, VI, VII and VIII

{¶23} Each of appellants’ claims are premised upon a claim for uninsured/underinsured motorists coverage pursuant to *Scott-Pontzer v. Liberty Mut.*

*Fire Ins. Co.*, 85 Ohio St.3d 660, 1999-Ohio-292, 710 N.E.2d 1116, and *Ezawa v. Yasuda Fire & Marine Ins. Co.*, 86 Ohio St.3d 557, 1999-Ohio-124, 715 N.E.2d 1142. Subsequent to the trial court's decision, the Ohio Supreme Court decided *Westfield Ins. Co. v. Galatis* (2003), 100 Ohio St.3d 216, 2003-Ohio-5849, 797 N.E.2d 1256, and *In re Uninsured & Underinsured Motorist Coverage Cases*, (2003), 100 Ohio St.3d 302, 2003-Ohio- 5888, 798 N.E.2d 1077. The *Galatis* decision overruled *Ezawa* and limited the application of *Scott-Pontzer* "... by restricting the application of uninsured and underinsured motorist coverage issued to a corporation to employees only while they are acting within the course and scope of their employment...." *Galatis*, 100 Ohio St.3d at 217. Because it is undisputed that none of the claimed injuries arose in the course and scope of any of the respective employments, we find that appellants are not afforded uninsured/underinsured insurance coverage under the various policies at issue. In so doing, we note that none of the errors alleged by appellants, even if found to be errors, could overcome the ultimate conclusion that there is no coverage under these facts. Accordingly, we find it unnecessary to address each individual assignment of error asserted by appellants.

{¶24} Although summary judgment was granted in favor of State Farm Mutual Automobile Insurance Company [hereinafter State Farm Mutual], State Farm Mutual raised two assignments on cross appeal. We will next consider the cross appeal filed by State Farm Mutual.

I

{¶25} In the first assignment of error brought by cross appellant State Farm Mutual, State Farm Mutual argues that the trial court erred in concluding that Corby

Smith and Krysten Smith were insureds under the State Farm Mutual commercial automobile policy [hereinafter CAP] issued to Giant Eagle. Corby Smith was an employee of Giant Eagle and Krysten was Corby's daughter. Appellants sought coverage under Giant Eagle's CAP pursuant to *Scott-Pontzer*, supra. The trial court agreed that Corby and Krysten were insureds, but ultimately denied coverage due to an "other owned auto" exclusion in the CAP.

{¶26} As stated above, since the trial court made its decision, the Ohio Supreme Court has issued its decision in *Galatis*, supra, and *In Re Uninsured and Underinsured Motorist Coverage Cases*, supra. As stated previously, when we addressed appellants' assignments of error raised on appeal, the *Galatis* decision limited the holding of *Scott-Pontzer* and overruled *Ezawa*. Pursuant to *Galatis*, appellants are not insureds under the CAP. Accordingly, cross-appellant's first assignment of error is sustained.

## II

{¶27} In the second assignment of error brought by cross appellant State Farm Mutual, State Farm Mutual contends that the trial court erred when it concluded that *Wolfe v. Wolfe*, 88 Ohio St.3d 246, 2000-Ohio-322, 725 N.E.2d 261, applied to the State Farm Mutual policy.

{¶28} Pursuant to our holding in assignment of error I, cross-appellant's second assignment of error is moot.

{¶29} Accordingly, the judgment of the Stark County Court of Common Pleas is hereby affirmed, albeit on different grounds.

Judgment affirmed.

Gwin, P.J., and Hoffman, J., concur.

