

[Cite as *Maye v. Auto-Owners Mut. Ins. Co.*, 2002-Ohio-3572.]

IN THE COURT OF APPEALS OF OHIO  
SIXTH APPELLATE DISTRICT  
LUCAS COUNTY

Annon Maye, et al.

Court of Appeals No. L-01-1418

Appellants

Trial Court No. CI-00-2795

v.

Auto-Owners (Mutual)  
Insurance Co.

**DECISION AND JUDGMENT ENTRY**

Appellee

Decided: July 12, 2002

\* \* \* \* \*

Steven L. Crossmock, for appellants.

John R. Kuhl, for appellee.

\* \* \* \* \*

HANDWORK, J.

{¶1} This is an appeal from a judgment of the Lucas County Court of Common Pleas which granted summary judgment to appellee, Auto-Owners Ins. ("Auto-Owners"), in this dispute concerning underinsured motorist ("UIM") coverage pursuant to a homeowner's insurance policy. For the reasons stated herein, this court affirms the judgment of the trial court.

{¶2} The following facts are relevant to this appeal. Appellant Annon Maye was injured in a motor vehicle collision on December 28, 1987. Maye settled with the tortfeasor. Maye also settled with his own automobile insurance company under his UIM motorist coverage. On May 31, 2000, Maye and his wife filed a

complaint against Auto-Owners setting forth UIM claims pursuant to his homeowner's insurance policy.

{¶3} On May 18, 2001, Auto-Owners filed a motion for summary judgment. On August 15, 2001, Maye filed an opposition to the summary judgment motion filed by Auto-Owners and filed a cross-motion for summary judgment. Auto-Owners opposed the summary judgment motion filed by Maye. On October 1, 2001, the trial court granted summary judgment to Auto-Owners and denied summary judgment to Maye. Maye filed a timely notice of appeal.

{¶4} Maye sets forth the following assignment of error:

{¶5} "THE TRIAL COURT ERRED TO THE PREJUDICE OF THE PLAINTIFFS WHEN IT GRANTED JUDGMENT TO THE DEFENDANT AUTO-OWNERS ON THEIR MOTION FOR SUMMARY JUDGMENT ON THE AUTO-OWNERS INSURANCE POLICY."

{¶6} On appeal, Maye argues that due to the residence employee exception provision in his homeowner's insurance policy, his homeowner's insurance policy was a motor vehicle liability policy which must provide UIM coverage and because it did not, then the UIM coverage arises by operation of law. Maye's argument is found not well-taken on the authority of this court's decision in *Westmark v. Farmer Ins. of Columbus, Inc.*, 6th Dist. No. F-01-018, 2002-Ohio-1524 and *Stevens v. Allstate Ins. Co.*, 6th Dist. No. L-02-1003, 2002-Ohio-3044. The judgment of the Lucas County Court of Common Pleas is affirmed. Costs assessed to appellants.

JUDGMENT AFFIRMED.

Peter M. Handwork, J.

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JUDGE

Richard W. Knepper, J.

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JUDGE

Mark L. Pietrykowski, P.J.  
CONCUR.

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JUDGE