

[Cite as *McClure v. W. Am. Ins. Co.*, 2002-Ohio-6180.]

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

Robert R. McClure, et al. Court of Appeals No. L-02-1186

Appellants Trial Court No. CI-00-5167

v.

West American Insurance
Company, et al.

DECISION AND JUDGMENT ENTRY

Appellees

Decided: November 8, 2002

* * * * *

Steven P. Collier and Anthony E. Turley,
for appellants.

Timothy C. James and Wendy C. Johnson,
for appellees.

* * * * *

PIETRYKOWSKI, P.J.

{¶1} Pursuant to 6th Dist.Loc.App.R. 12(C), this court sua sponte places this case on the accelerated calendar. Appellants, Robert R. McClure, individually and as administrator of the estate of Robert R. McClure, Jr., and Helen McClure, appeal the June 12, 2002 judgment of the Lucas County Court of Common Pleas which granted appellees West American Insurance Company and Ohio Casualty Insurance Company's motion for summary judgment. The June 12, 2002 judgment also denied appellants' motion for partial summary judgment.

{¶2} On December 18, 1998, Robert R. McClure, Jr., was

killed in a motor vehicle accident. Appellants argue that the homeowner's policy in effect on the date of the accident was actually a motor vehicle liability policy for which uninsured/underinsured coverage must be offered. Because such coverage was not offered, appellants contend that they are entitled to said coverage by operation of law.

{¶3} Appellants urge us to reconsider our decisions in *Ruiz v. Rygalski*, 6th Dist. No. L-01-1363, 2002-Ohio-1519; *Westmark v. Farmers Ins. of Columbus, Inc.*, 6th Dist. No. F-01-018, 2002-Ohio-1524; and *Burkholder v. German Mut. Ins. Co.*, 6th Dist. No. L-01-1413, 2002-Ohio-1184, wherein we found that similar homeowner's policies were not subject to R.C. 3937.18 based upon the residence employee exceptions. After careful review of the arguments raised by appellants we conclude that the above-cited cases were properly decided and, based on same, find that appellants' sole assignment of error is not well-taken.¹

{¶4} On consideration whereof, we find that substantial justice was done the party complaining and the decision of the Lucas County Court of Common Pleas is affirmed. Costs of this appeal are assessed to appellants.

JUDGMENT AFFIRMED.

¹Appellees, in their answer brief, also argue that appellants are not entitled to additional underinsured motorist coverage under their motor vehicle liability policy. This argument was neither discussed in the trial court's June 12, 2000 judgment nor raised by appellants. Thus, we find the issue is not before this court and will not be addressed.

Melvin L. Resnick, J.

JUDGE

Richard W. Knepper, J.

JUDGE

Mark L. Pietrykowski, P.J.
CONCUR.

JUDGE