[Cite as *Gregoire v. Nationwide Mut. Ins. Co.*, 2011-Ohio-5683.]

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

George Gregoire	Court of Appeals No. L-10-1280
Appellant	Trial Court No. CVI-07-19741
v.	
Nationwide Mutual Insurance Company	**DECISION AND JUDGMENT**
Appellee	Decided: November 4, 2011

* * * * *

C. Soren Holmberg, for appellant.

Edward T. Mohler, for appellee.

* * * * *

OSOWIK, P.J.

{¶ 1} This is an appeal from the Toledo Municipal Court, which sustained defendant-appellee's objection to an earlier magistrate's decision for the plaintiff-appellant in the amount of $2,894.78. For the following reasons, the trial court judgment is affirmed.

{¶ 2} Appellant, George Gregoire, sets forth the following two assignments of error:

{¶ 3} "A. The Judge erred in sustaining the Defendant's objection, which charged the Plaintiff did not explicitly argue that the subject insurance policy was ambiguous and therefore any ambiguity in the contract was not a matter for the Magistrate's consideration. Also [sic] that the policy was not ambiguous.

{¶ 4} "B. The Court erred in sustaining the Defendant's objection on procedural grounds when the Plaintiff had successfully presented his case before the Magistrate."

{¶ 5} The following undisputed facts are relevant to the issues raised upon appeal. Appellant insured his 2002 Dodge Dakota truck through appellee, Nationwide Mutual Insurance Company. In selecting his levels and types of coverage, appellant chose to include in his policy a "customization" provision so that any non-original, customized equipment that appellant decided to add to his vehicle would be insured up to a maximum coverage amount of $1,500. Appellant later customized his insured motor vehicle with various custom features and equipment, including new custom wheels and tires.

{¶ 6} On October 13, 2006, appellant's truck was stolen. Upon recovery of the stolen vehicle, appellant discovered that the custom wheels and various other parts had been removed. Shortly thereafter, appellant accepted an insurance payment of $4,613.49 from appellee. This payment included the $1,500 policy maximum from the customization coverage. Despite accepting the payment from his insurer, including the custom equipment maximum policy coverage, on October 2, 2007, appellant filed a small claims complaint seeking an additional $2,894.78 from appellee.

{¶ 7} This matter was heard on October 30, 2007, before a magistrate. An initial decision in favor of appellant was rendered. The November 7, 2007 magistrate's decision awarded the plaintiff $2,894.78 on the basis that the relevant insurance policy language is ambiguous. On November 16, 2007, Nationwide filed objections to the magistrate's decision. On May 21, 2009, Nationwide's objections were sustained. A new small claims hearing was scheduled for June 18, 2009.

{¶ 8} After the subsequent hearing, the magistrate issued a ruling on August 5, 2009, that overturned the initial November 7, 2007 conclusions. The ruling concluded that judgment is recommended in favor of Nationwide. On February 2, 2010, the trial court adopted the decision of the magistrate and ruled in favor of Nationwide that it did not owe additional monies pursuant to the contract of insurance with appellant.

{¶ 9} Appellant filed a brief with this court on November 1, 2010. This court found and notified appellant that the brief failed to comply with appellate rules and the relevant local rule regarding contents of briefs. We ordered appellant to file an amended brief to bring the brief into compliance. Appellant filed an amended brief on April 19, 2011. However, we note that the amended brief likewise failed to comply with App.R. 16.

{¶ 10} In his first assignment of error, appellant contends that the trial court erred in sustaining appellee's objections regarding the initial May 21, 2009 decision. In support, appellant argues that this is somehow not actually a case about "special equipment," but rather, it is about having original tires replaced on his stolen truck.

{¶ 11} The record reveals that before the truck was stolen, appellant replaced the original equipment wheels and tires with "custom spinning-type wheels." Also prior to the truck being stolen, appellant selected and purchased customization coverage through his insurer with coverage limits set at $1,500.

{¶ 12} According to the terms of the insurance contract "customization" means: "Devices, accessories, enhancements, and changes, other than those offered by the manufacturer of the motor vehicle specifically for that model, which alter the appearance, performance or function of the motor vehicle." The insurance policy also provides, "We will not pay for loss to customization, other than original equipment from the manufacturer, in or upon your motor vehicle. However this exclusion does not apply up to the first $1,500 of customization."

{¶ 13} According to Ohio law, insurance policies are contracts and their language must be limited to the plain meaning of the words used. *Sarmiento v. Grange Mut. Cas. Co.*, 106 Ohio St.3d 403, 2005-Ohio-5410, ¶ 8-9. Thus, we conduct our review of the relevant insurance policy language under the plain meaning standard.

{¶ 14} Our review of the customization provision language of the insurance policy reflects that the policy is clear and unambiguous. Appellant received the $1,500 maximum allowable amount under the policy of insurance that he contracted for with appellee. There is simply no legal basis for the assertion that appellant is entitled to recover additional monies rooted in the loss of customized equipment. Appellant's first assignment of error is not well-taken.

{¶ 15} Appellant's second assignment of error argues that the trial court erred procedurally when it sustained the objections by appellee. In support, appellant contends that the presentation made at the original magistrate hearing should somehow legally outweigh the appellee's objections because appellant was acting pro se at that time.

{¶ 16} The idea that we inherently should favor as a matter of law the presentation of a case by a pro se party lacks any legal basis or objective foundation and is wholly without merit. Appellant's second assignment of error is not well-taken.

{¶ 17} Wherefore, the judgment of the Toledo Municipal Court is hereby affirmed. Pursuant to App.R. 24, appellant is ordered to pay the costs of this appeal.

JUDGMENT AFFIRMED.

A certified copy of this entry shall constitute the mandate pursuant to App.R. 27. See, also, 6th Dist.Loc.App.R. 4.

Peter M. Handwork, J. _____
JUDGE

Arlene Singer, J. _____
JUDGE

Thomas J. Osowik, P.J. _____
CONCUR.
JUDGE