

[Cite as *Wolf v. Ins. Co. of Ohio*, 2003-Ohio-146.]

COURT OF APPEALS OF OHIO, EIGHTH DISTRICT
COUNTY OF CUYAHOGA
No. 80024

CARL WOLF, ET AL.	:	
Plaintiff-Appellant	:	JOURNAL ENTRY
vs.	:	AND
INSURANCE CO. OF OHIO, NKA MERIDIA	:	OPINION
Defendant-Appellee	:	
	:	
DATE OF ANNOUNCEMENT OF DECISION	:	JANUARY 16, 2003
	:	
CHARACTER OF PROCEEDING	:	Civil appeal from Common Pleas Court Case No. CV-425251
JUDGMENT	:	AFFIRMED
DATE OF JOURNALIZATION	:	
APPEARANCES:		
For Plaintiff-Appellant:		DANIEL M. SUCHER Sindell, Young & Guidubaldi & Sucher 55 Public Square-Suite 1020 Cleveland, Ohio 44113-1901
For Defendant-Appellee:		TERRENCE J. KENNEALLY JOHN M. BOSTWICK Terrence J. Kenneally & Associates 20525 Center Ridge Road

Suite 505
Rocky River, Ohio 44116

ANNE L. KILBANE, P.J.:

{¶1} This is an appeal from an order of Judge Christine T. McMonagle that granted summary judgment to appellee Insurance Co. of Ohio, a/k/a Meridian Insurance Co. ("Meridian"). Appellants Carl and Lisa Wolf claim it was error to find that their homeowner's insurance policy did not contain motor vehicle coverage requiring Meridian to offer uninsured/underinsured motorist ("UIM") coverage pursuant to Ohio law. We affirm.

{¶2} On December 8, 1997, Mr. Wolf was injured in an automobile accident caused by an uninsured or underinsured motorist. On December 13, 2000, the Wolfs filed a complaint alleging that they were entitled to UIM coverage under the homeowner's insurance policy in effect at the time of his injury.¹

{¶3} The Wolfs alleged that UIM coverage arose as a matter of law because their policy provided coverage for "residence employees" injured while operating motor vehicles in the course of their employment, and that coverage transformed the policy into an "automobile liability or motor vehicle liability policy of insurance" under the former version of R.C. 3937.18.² They then

¹Mrs. Wolf's claim was for loss of consortium.

²Amendments to R.C. 3937.18 effective September 3, 1997,

claimed that the failure by Meridian to offer UIM coverage as part of the homeowner's policy mandated that it become part of the policy as a matter of law. The judge granted summary judgment to Meridian, finding that the homeowner's policy did not qualify as a motor vehicle liability policy of insurance, and that an offer of UIM coverage was not required.

{¶4} The sole question in this appeal is whether the "residence employee" coverage in the homeowner's policy gives rise to UIM coverage as a matter of law. Because of the the Ohio Supreme Court's opinion in *Hillyer v. State Farm Fire & Cas. Co.*,³ we find that it does not and overrule the assignment of error.

Judgment affirmed.

It is ordered that appellee shall recover of appellant costs herein taxed.

The court finds that there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing the Cuyahoga County Common Pleas Court to carry this judgment into execution.

created a more explicit statutory definition of this term that is not applicable here.

³97 Ohio St.3d 411, [2002-Ohio-6662](#).

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

FRANK D. CELEBREZZE, JR., J., AND

TERRENCE O'DONNELL, J., CONCUR

ANNE L. KILBANE
PRESIDING JUDGE

N.B. This entry is an announcement of the court's decision. See App.R. 22(B), 22(D) and 26(A); Loc. App.R.22. This decision will be journalized and will become the judgment and order of the court pursuant to App.R. 22(E), unless a motion for reconsideration with supporting brief, per App.R. 26(A) is filed within ten (10) days of the announcement of the court's decision. The time period for review by the Supreme Court of Ohio shall begin to run upon the journalization of this court's announcement of decision by the clerk per App.R. 22(E). See, also, S.Ct.Prac.R. II, Section 2(A)(1).