

**SUPREME COURT OF OHIO**

**COLUMBUS**

**ANNOUNCEMENT**

1:00 P.M.

WEDNESDAY  
October 10, 2001

**MERIT DOCKET**

**01-1678. Luckenbill v. Midwestern Indemn. Co.**

Darke App. No. 01CA1536. On order certifying the following conflict to the Supreme Court:

“Does a provision in a policy of homeowner’s liability insurance that requires the insured to provide notice to the insurer before settling a claim on which the insurer has rights of subrogation, and which conditions the insurer’s duty to provide coverage on the insured’s compliance with that notice provision, likewise apply to any uninsured/underinsured motorist coverage which is impressed on the homeowner’s policy as a matter of law pursuant to R.C. 3937.18?”

The court determines that no conflict exists within the meaning of S.Ct.Prac.R. IV(2)(B). This cause is therefore dismissed.

Moyer, C.J., Resnick, F.E. Sweeney, Pfeifer and Lundberg Stratton, JJ., concur.

Douglas and Cook, JJ., dissent.

**DISCRETIONARY APPEALS NOT ALLOWED**

**01-1258. Luckenbill v. Midwestern Indemn. Co.**

Darke App. No. 01CA1536.

Douglas, Resnick and F.E. Sweeney, JJ., dissent.