

[Cite as *Wheat v. Univ. of Cincinnati*, 2019-Ohio-5492.]

KENWANNA D. WHEAT, et al

Plaintiffs

v.

UNIVERSITY OF CINCINNATI

Defendant

Case No. 2019-00391AD

Deputy Clerk Daniel R. Borchert

MEMORANDUM DECISION

{¶1} Kenwanna Wheat and Khron Clements (“plaintiffs”) filed this claim against defendant, University of Cincinnati (“UC”), to recover damages for breach of contract. Plaintiffs request \$1,257.00, plus interest, in damages. Plaintiffs submitted the \$25.00 filing fee.

{¶2} According to the complaint, Khron Clements (“Clements”) was a student at UC during the 2017/2018 school year. On June 13, 2017, plaintiffs allege they submitted a medical insurance waiver. Plaintiffs allege that on July 16, 2017, UC charged Clements \$1232.00 for medical insurance provided through the university. Plaintiffs allege that Clements should have never been enrolled in UC’s health insurance plan as Clements was covered under an active medical insurance plan through his mother’s (Kenwanna Wheat) employer and Medicaid. Plaintiffs allege they were given multiple reasons for why the waiver was denied. Plaintiffs requested a refund from UC for the fall semester health insurance charges, but their requests were denied.

{¶3} UC denies that plaintiffs are entitled to any damages for the insurance fees charged during the fall semester. UC contends that Clements was required to submit a valid insurance waiver on or before September 12, 2017. Pursuant to the university’s policy, students are required to show proof of health insurance coverage that is greater to or equal than coverage offered by the university. (Investigation Report,

Attachment 1). Students can opt out of UC's health insurance by submitting a proper insurance waiver online. Students are required to submit proof of proper health insurance coverage for the period of August 10, 2017 through January 7, 2018.

{¶4} Defendant contends that Clements submitted a waiver request on June 13, 2017 (Investigation Report, Attachment 3). Clements received a response from UC informing him that his health insurance waiver request had been denied due to "inactive coverage". *Id.* Defendant maintains that Clements' health insurance expired before the end of the required coverage period. Defendant contends that Clements logged back into the system and edited the waiver request on July 12, 2017, but he again failed to supply the necessary information to approve his waiver request. (Investigation Report, Attachments 5-6). Clements again received a notification that his request was denied. (Investigation Report, Attachment 5). Defendant contends that following the July 12, 2017 notification, Clements never logged back into the system prior to the deadline of September 20, 2017 to supplement his waiver request. (Investigation Report, Attachment 6). As a result, Clements was automatically enrolled in the university health insurance plan.

{¶5} Plaintiffs submitted a response to defendant's investigation report. Plaintiffs argue that Clements never had inactive insurance coverage. Plaintiffs reallege that Clements was covered under his mother's health insurance plan and it was never inactive. Plaintiffs allege that Clements properly submitted the waiver request. Plaintiffs argue that any denial by UC was incorrect.

{¶6} To prove a claim for breach of contract, a plaintiff must prove all of the following: (1) a contract existed; (2) the plaintiff performed his obligations under the contract; (3) the defendant breached the contract; and (4) plaintiff suffered damages or loss due to the breach. *Jarupan v. Hanna*, 173 Ohio App.3d 284, 2007-Ohio-5081, 878 N.E.2d 66, ¶ 18 (10th Dist.), citing *Powell v. Grant Med. Ctr.*, 148 Ohio App.3d 1, 10, 771 N.E.2d 874 (10th Dist.2002). "Under contract law, a breach occurs when a party

fails, without legal excuse, to perform a promise that forms a whole or part of a contract.” *Landis v. William Fannin Builders, Inc.*, 193 Ohio App.3d 318, 2011-Ohio-1489, 951 N.E.2d 1078, ¶ 26 (10th Dist.). “When a student enrolls in college or university, pays his or her tuition and fees, and attends such school, the resulting relationship may reasonably be construed as being contractual in nature.” *Behrend v. State*, 55 Ohio App.2d 135, 139, 379 N.E.2d 617 (10th Dist.1977). “The terms of such contract are found in the college catalog and handbook supplied to students.” *Jefferson v. University of Toledo*, 10th Dist. Franklin No. 12AP-236, 2012-Ohio-4793, ¶ 15. (Internal quotations omitted.)

{¶7} Here, plaintiffs had a contract with defendant as Clements was a student enrolled at UC for the fall semester. Pursuant to that contract with UC, Clements was required to show proof of health insurance that is greater or equal to UC’s health insurance. According to UC Rule 3361:40-25-01(A), students who are enrolled for six or more credit hours are assessed a fee for single student coverage under the university’s student health insurance plan. According section (B) of that same rule, “Students with coverage equal to or greater than that offered by the university from a U.S. admitted insurance company with a U.S. based claims administrator may waive coverage by submitting a completed waiver prior to the waiver deadline to the student health insurance office.” (Investigation Report, Attachment 1).

{¶8} Although it appears that Clements did have private health insurance through his mother’s health insurance policy and supplemental coverage through Medicaid, plaintiffs have failed to prove their breach of contract claim by a preponderance of the evidence. Based on the evidence, Clements attempted to submit a waiver on June 13, 2017 and again on July 12, 2017. On both occasions, Clements’ waivers were denied due to inactive coverage. Although it appears that Clements may have had active insurance coverage through his mother’s employer, plaintiffs have provided no evidence other than their own statements showing that the waiver they

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ENTRY OF ADMINISTRATIVE
DETERMINATION

submitted contained the necessary documentation to comply with UC's policies. Plaintiffs offer no explanation as to why Clements never logged back into the system to amend his waiver once he received a notification that his waiver was denied on July 12, 2017. Plaintiffs have failed to prove that UC improperly denied Clements' waiver request as it is evident that UC notified Clements on two occasions that he needed to supply additional information. The evidence tends to show that Clements never provided that information after the waiver request was denied on July 12, 2017, which resulted in Clements being automatically enrolled in the university health insurance pursuant to UC's Rule 3361:40-25-01. Therefore, judgment is rendered in favor of defendant.

{¶9} Having considered all the evidence in the claim file, and for the reasons set forth in the memorandum decision filed concurrently herewith, judgment is rendered in favor of the defendant. Court costs shall be absorbed by the court.

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MEMORANDUM DECISION

DANIEL R. BORCHERT
Deputy Clerk

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