SUPREME COURT OF OHIO

Wallace v. Balint

94 Ohio St. 3d 182 (Ohio 2002) · Decided February 6, 2002

SUMMARY

The Ohio Supreme Court addresses the validity and application of anti-stacking provisions in multiple underinsured-motorist policies arising from a fatal automobile accident. The court holds that the decedent's estate and parents may recover under only one separately held policy each, while two other family members may recover under their own policies. It further holds that the parents' claims and all claims against the tortfeasor's liability policy are limited to the applicable per-person limits, and remands the case for further proceedings.

CASE DETAILS

COURT	Supreme Court of Ohio
WRITING FOR THE COURT	Douglas, J.; Moyer, C.J.; Cook, J.; Lundberg Stratton, J.; Resnick, J.; Pfeifer, J.; Gorman, J.; Sweeney, J.
JURISDICTION	Ohio
DECIDED	February 6, 2002
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The Wallaces appealed, and State Farm cross-appealed, from a judgment of the Cuyahoga County Court of Appeals concerning the enforceability and application of antistacking and per-person-limit provisions in liability and underinsured-motorist policies.
STANDARD OF REVIEW	The court reviewed the summary-judgment rulings and interpreted the insurance policies and applicable statutes as questions of law.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	James Wallace, Sr., individually and as administrator of the estate of James Wallace, Jr., Wanda Wallace, Christopher Wallace, Katrina Wallace v. Dennis Balint, State Farm Mutual Automobile Insurance Company

TOPICS

uninsured motorist · insurance coverage · insurance · contract interpretation · statutory interpretation

PRACTICE AREAS

insurance law | insurance coverage | wrongful death | contract law

QUESTIONS PRESENTED

1. Whether the antistacking provisions in the State Farm policies were valid and whether they barred the Wallace family members from recovering under policies separately held by other family members.
2. Whether James and Wanda Wallace were collectively limited to the per-person limit of a single underinsured-motorist policy or could recover up to the policy's per-accident limit.
3. Whether the claims against Balint's liability policy were collectively limited to the per-person limit.
4. Whether the reasonable-expectations doctrine should invalidate or limit the relevant insurance-policy provisions.

HOLDINGS

1. The State Farm policies contained valid antistacking provisions authorized by former R.C. 3937.18(G)(2). Those provisions barred the estate and James and Wanda Wallace from aggregating multiple policies under which they were insured, but did not bar Christopher and Katrina Wallace from recovering under their own separately held policies or bar James and Wanda from coverage under one policy held in their own names.
2. James and Wanda Wallace were together limited to one claim subject to the per-person limit of a single underinsured-motorist policy.
3. The Wallaces' claims against Balint's liability policy were collectively limited to one claim subject to the policy's per-person limit.
4. The court declined to apply the reasonable-expectations doctrine because a majority of the court was not willing to adopt it.

KEY QUOTATIONS

> *"The definitions of "stacking" set forth in the statute and in Black's, Couch, and Savoie make clear that stacking occurs when one insured seeks coverage under more than one policy issued to himself or other family members."* (94 Ohio St. 3d at 186)

> *"We did not hold in Moore that as a result of a wrongful-death claim, the parents of a decedent were individually entitled to coverage at the per-accident limit of an underinsured motorist policy."* (94 Ohio St. 3d at 188)

FACTUAL BACKGROUND

James Wallace, Jr. died after his motorcycle collided with an automobile driven by Dennis Balint, whose negligence was alleged to have caused the accident. Balint had $50,000 in liability coverage, while the Wallace family members were insured under eight State Farm policies providing uninsured/underinsured-motorist coverage. The family members lived together and sought to aggregate coverage under the policies, but the policies contained antistacking provisions and per-person limitations authorized by Ohio statutes.

PROCEDURAL HISTORY

The Cuyahoga County Court of Common Pleas granted State Farm summary judgment on two motions. The court of appeals upheld the validity of the antistacking provisions, held that the Wallaces were limited to one claim at the per-accident limit of Balint's liability policy, but allowed James and Wanda Wallace to recover up to the per-accident limits of one jointly held policy. The Supreme Court of Ohio affirmed in part, reversed in part, and remanded.

DISPOSITION

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reversed_and_remanded
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REMAND INSTRUCTIONS

Remand to the trial court for further proceedings consistent with the opinion, applying the limitations that the estate and James and Wanda Wallace could recover under no more than one applicable policy, Christopher and Katrina could recover under their own policies, and each claim was subject to the applicable per-person limit.

CASES CITED

- Nationwide Ins. Co. v. Gode, 187 Conn. 386, 446 A.2d 1059 (1982)
- Covenant Ins. Co. v. Coon, 220 Conn. 30, 594 A.2d 977 (1991)
- Detroit Auto. Inter-Ins. Exch. v. McMillan, 97 Mich. App. 687, 296 N.W.2d 147 (1980), rev'd, 417 Mich. 946, 332 N.W.2d 149 (1983)
- Savoie v. Grange Mut. Ins. Co., 67 Ohio St. 3d 500, 620 N.E.2d 809 (1993)
- Blount v. Smith, 12 Ohio St. 2d 41, 231 N.E.2d 301 (1967)
- Dues v. Hodge, 36 Ohio St. 3d 46, 521 N.E.2d 789 (1988)
- Moore v. State Auto. Mut. Ins. Co., 88 Ohio St. 3d 27, 723 N.E.2d 97 (2000)
- Hammer v. State Farm Mut. Auto. Ins. Co., 950 F. Supp. 192 (W.D. Ky. 1996)
- Harrison v. Allstate Ins. Co., 662 So. 2d 1092 (Miss. 1995)
- Continental Ins. Co. v. Shives, 328 S.C. 470, 492 S.E.2d 808 (1997)
- Saccucci v. State Farm Mut. Auto. Ins. Co., 32 Ohio St. 3d 273, 512 N.E.2d 1160 (1987)
- Hedrick v. Motorists Mut. Ins. Co., 22 Ohio St. 3d 42, 488 N.E.2d 840 (1986)
- Auto-Owners Mut. Ins. Co. v. Leans, 10 Ohio St. 3d 156, 462 N.E.2d 396 (1984)
- Martin v. Midwestern Group Ins. Co., 70 Ohio St. 3d 478, 639 N.E.2d 438 (1994)
- Wood v. Shepard, 38 Ohio St. 3d 86, 526 N.E.2d 1089 (1988)
- Benson v. Rosler, 19 Ohio St. 3d 41, 482 N.E.2d 599 (1985)
- Wolfe v. Wolfe, 88 Ohio St. 3d 246, 725 N.E.2d 261 (2000)
- Gomolka v. State Auto. Mut. Ins. Co., 15 Ohio St. 3d 27, 472 N.E.2d 700 (1984)
- In re Nationwide Ins. Co., 45 Ohio St. 3d 11, 543 N.E.2d 89 (1989)

INSTRUCTIONS FOR AN AI ASSISTANT