

COURT OF APPEALS OF OHIO, FIRST APPELLATE DISTRICT, HAMILTON COUNTY

GEICO Ins. Co. v. Glendale Body Shop, Inc.

2026-Ohio-899 · No. C-250278 · Decided March 18, 2026

SUMMARY

The Ohio First District Court of Appeals affirmed a judgment applying R.C. 4513.70 to a dispute between GEICO Insurance Company and Glendale Body Shop, Inc. The court held that Glendale Body Shop qualified as a storage facility under the statute because the vehicle was received for storage, even though the shop also operated as a repair facility. The court also upheld the trial court’s determination limiting reasonable storage charges to ten days.

CASE DETAILS

COURT	Court of Appeals of Ohio, First Appellate District, Hamilton County
WRITING FOR THE COURT	Zayas, Presiding Judge; Crouse, Judge; Bock, Judge
JURISDICTION	Court of Appeals of Ohio, First Appellate District, Hamilton County
DECIDED	March 18, 2026
DOCKET	C-250278
DISPOSITION	affirmed
PROCEDURAL POSTURE	Glendale Body Shop appealed from the Hamilton County Court of Common Pleas judgment determining the reasonable towing and storage charges under R.C. 4513.70 and ordering GEICO to pay a specified balance.
STANDARD OF REVIEW	Statutory interpretation is reviewed de novo. The trial court's determinations under R.C. 4513.70 concerning reasonable charges are reviewed for abuse of discretion.
PRECEDENTIAL VALUE	Published Ohio Court of Appeals opinion
PARTIES	Glendale Body Shop, Inc. v. GEICO Insurance Company

TOPICS

- insurance
- statutory interpretation
- commercial litigation
- standard of review
- appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Glendale Body Shop was a 'towing service' or 'storage facility' subject to R.C. 4513.70.
2. Whether the trial court abused its discretion by limiting reasonable storage charges to ten days.

HOLDINGS

1. Glendale Body Shop was not a 'for-hire motor carrier that tows motor vehicles' under R.C. 4513.70 because it arranged for a third-party towing company to transport the vehicle and was not itself hired to carry or transport the vehicle.
2. Glendale Body Shop was a 'storage facility' under R.C. 4513.70 because the evidence supported that it received and stored the vehicle, charged storage fees from the date of receipt, included storage fees in the repair contract, and had accepted obviously totaled vehicles in other GEICO claims.
3. The trial court did not abuse its discretion by determining that ten days of storage charges was reasonable under the evidence.

KEY QUOTATIONS

“Under the plain language of these provisions, the statute is only applicable against either (1) a for-hire motor carrier that tows motor vehicles, or (2) any place to which such a carrier delivers a vehicle for storage.” (¶ 22)

“Therefore, we hold that, in this case, GBS is a “storage facility” for purposes of R.C. 4513.70.” (¶ 38)

“Therefore, based on the evidence presented, we cannot say that the trial court abused its discretion when determining reasonable storage expenses under the statute.” (¶ 45)

FACTUAL BACKGROUND

GEICO insured a 2014 Mini Cooper that was transported from Kentucky to Glendale Body Shop after the insured sought repair services. Glendale arranged for a third-party towing company to transport the vehicle, billed GEICO and the insured for towing, storage, and other charges, and did not repair the vehicle because it was ultimately determined to be a total loss. Glendale's invoice included storage charges beginning when the vehicle arrived, while testimony indicated that storage was ordinarily charged only after a total-loss determination. The trial court found that Glendale qualified as a storage facility under R.C. 4513.70 and that ten days of storage, rather than the 37 days billed, was reasonable.

PROCEDURAL HISTORY

GEICO filed an action under R.C. 4513.70 disputing the reasonableness of the unpaid portion of Glendale Body Shop's bill and seeking recovery of the vehicle. After Glendale moved to dismiss, GEICO amended its complaint; Glendale answered and filed a counterclaim. The matter was transferred from municipal court to the Hamilton County Court of Common Pleas after the amount in controversy exceeded the municipal court's jurisdiction. Following hearings, the common pleas court held that R.C. 4513.70 applied, found the towing and

daily storage rates reasonable, limited reasonable storage to ten days, and ordered GEICO to pay a balance of \$2,239.57. The Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- 435 Elm Invest., LLC v. CBD Invests. Ltd. Partnership I, 2020-Ohio-943, ¶ 8 (1st Dist.)
- Vontz v. Miller, 2016-Ohio-8477, ¶ 26 (1st Dist.)
- Johnson v. Abdullah, 2021-Ohio-3304, ¶¶ 35, 37
- State v. Weaver, 2022-Ohio-4371, ¶ 24
- State v. Jenkins, 15 Ohio St.3d 164, 222 (1984)
- S.M. v. T.G., 2025-Ohio-1448, ¶ 21 (8th Dist.)
- Rohde v. Farmer, 23 Ohio St.2d 82, 89 (1970)