

From The President

Special points of interest:

- November 09, 2011 meeting
- Bring a New Member

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Everyone:

It is hard to believe that we are coming upon the completion of another year. The months of November and December are some of our busiest months here at the Cincinnati Claims Association.

Please join us for our next meeting. It will be held at Aston Oaks Golf Club on November 9, 2011 beginning at 6:00 p.m. We ask that you please reserve your spot at the meeting as soon as possible.

In addition to our November meeting, we also anxiously await the Holiday Party. The planning committee has been working hard to make our Holiday Party the best yet! Details for our Holiday Party will be shared at the November meeting.

Furthermore, we are on pace to have our Cincinnati Claims Association directory published and ready for circulation by February 2012. We are always appreciative of those who have supported our organization through taking out an advertisement in the directory.

Finally, we are in the end stages of making changes to the format of meetings to be held in 2012. At our October meeting, we discussed options for bringing claims professionals and vendors together at the meetings. To further that goal, we will be having sponsorship of meetings.

Looking forward to seeing you at Aston Oaks Golf Club for our November meeting!

Very truly yours,
Jack J. Lah



CCA BRING A NEW MEMBER COUPON

Bring a new* member and YOU get in free.

*New member cannot have been a CCA member in the last 2 years and must pay for meeting and yearly dues at the door. Dues are \$20.00 for the year and \$20.00 for the meeting.

The next meeting is Wednesday, November 09, 2011 —

Aston Oaks Golf Club

located at:

1 Aston Oaks Drive

North Bend, OH 45052

Cocktails at 6:00 pm and Dinner at 7:00 pm

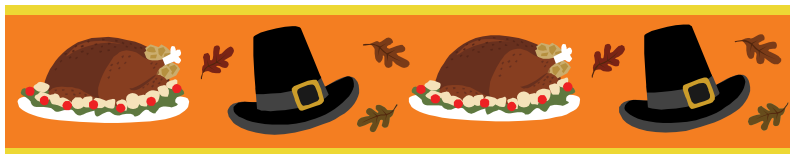
\$20.00 member

\$25.00 non-member

Please email cincinnaticlaimsassocinfo@fuse.net

or

call 513-530-0080 x 10 to make your reservations.



**OHIO SUPREME COURT VALIDATES NATIONWIDE'S
LIMITATION OF SUIT CLAUSE**

By Timothy P. Heather, Esq.

On August 23, 2011, the Ohio Supreme Court decided Dominish v. Nationwide Ins. Co., 129 Ohio St.3d 466, 2011-Ohio-4102. The issue in that case was whether Nationwide could enforce a one-year limitation of suit clause contained in its homeowner's policy. The Court concluded that it could.

The case concerned a storm which caused a tree to fall and damage Dominish's house. He submitted a claim to Nationwide, and Nationwide investigated and assessed the damage, and twice issued a check to him in an amount he didn't like. Both times after receiving the check, Dominish wrote the word "Void" on it and returned it to Nationwide, deeming the amount insufficient to cover the damage to his house.

Almost two years after the tree fell, Dominish filed suit against Nationwide. Nationwide argued that the lawsuit was barred by a provision in its policy which stated:

"Suit Against Us. No action can be brought against us unless there has been full compliance with the policy provisions. Any action must be started within one year after the date of loss or damage."

The trial court granted Nationwide's Motion for Summary Judgment, Dominish appealed, and the Court of Appeals reversed, concluding that the policy language was ambiguous, and that Nationwide, by its actions, had waived its right to enforce the one-year limitation clause.

In addressing the ambiguity issue, the Ohio Supreme Court stated:

The fact that the two sentences could have been written more clearly, and they could have, does not mean that they are ambiguous. "[T]here are limitations in the English language with respect to being both specific and manageably brief, and it seems to us that although the prohibitions may not satisfy those intent on finding fault at any cost, they are set out in terms that the ordinary person exercising ordinary common sense can sufficiently understand and comply with." (Citations omitted). The policy states in language clear enough to be plainly understood that any lawsuit by an insured against Nationwide must be commenced within one year of the loss or damage sustained. We conclude that the policy language is not ambiguous.

In addressing the waiver issue, the Ohio Supreme Court stated:

After viewing the record in a light most favorable to Dominish, which we must do when reviewing a case that was decided on summary judgment, we conclude that Nationwide offered to pay for the part of the claim it deemed itself to be liable for, that it denied all other claims, that it had a limitation-of-action clause in its policy, that it informed Dominish of the clause, that it asserted the clause at every possible instance, and that Dominish was not induced to forbear filing suit by anything that Nationwide did. Accordingly, we conclude that Nationwide did not waive its right to enforce the limitation-of-action clause.

Thus, in a unanimous decision, the Ohio Supreme Court reversed the judgment of the Court of Appeals and reinstated the trial court's granting of Nationwide's Motion for Summary Judgment.

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Golf Tournament
To Be Determined

October Door Prize Donations

MANY THANKS TO:
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TriWeh
Restoradry
G4S Compliance & Investigations
A-One Dry Cleaners
Donan Engineering
Teasdale Fenton
Unified Investigations & Sciences Inc.

