

**From The President**

**Special points of interest:**

- September 14, 2011 meeting
- Bring a New Member

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Fellow Members:

We hope that you had your fair share of sun, fun and relaxation this summer. This summer went by so fast. In the few months since our last meeting, there have been a lot of exciting developments with the Cincinnati Claims Association.

We held our annual golf outing at the Fairfield Greens South Golf Course on August 19, 2011. Several companies from across the country sponsored and participated in this event. Thank you to everyone who helped make this event such a great success.

The planning stages for our annual Holiday Party are in full swing. If you would like to help plan this event, please let us know. The Holiday Party is always heavily attended and is a great time.

Our next meeting will be held on September 14, 2011 beginning at 6:00 p.m. at the Great Wolf Lodge in Mason. The location is in response to requests from our members that we consider holding our monthly meetings at new and exciting locations. Please be sure to place your reservation to attend the meeting. The registration cut-off date is September 8, 2011.

We look forward to seeing you at our September 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, September 14, 2011 –

**Great Wolf Lodge**

located at:

**2501 Great Wolf Drive**  
**Mason, OH 45040**

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

**\$20.00 member**

\$25.00 non-member

Please email [cincinnaticlaimsassocinfo@fuse.net](mailto:cincinnaticlaimsassocinfo@fuse.net)

or

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

**September Speaker:**

**Employers Choice Plus**

Workers' Compensation, Payroll

HR and Benefits Administration



**OHIO SUPREME COURT VALIDATES HO POLICY EXCLUSION FOR CLAIMS “ARISING OUT OF” AN INSURED’S NON-INSURED PROPERTY**

By Timothy P. Heather, Esq.

On April 20, 2011, the Ohio Supreme Court issued its decision in Westfield Ins. Co. v. Hunter. In that case, Mr. and Mrs. Hunter owned a home in Hamilton, Ohio, as well as a farm in Indiana. Their home was insured through a homeowner’s policy issued by Westfield Insurance Company, which also provided personal liability coverage for damages which the Hunters may cause through negligent conduct in locations other than their Hamilton residence. The Indiana farm was not listed in the Westfield policy as a covered premise, and the Hunters had procured insurance for the farm through a separate policy issued by Grinnell Insurance Company.

In 2001, the Hunters allowed two of their grandchildren to operate all-terrain vehicles at their Indiana farm. The vehicles collided, and one of the grandchildren was injured. The injured grandchild and his parents filed suit against the other grandchild and his parents, as well as against the Hunters, seeking damages for the injured grandchild’s injuries. Their Complaint alleged that the Hunters were negligent in allowing the two grandchildren to ride the all-terrain vehicles on their property without close adult supervision. The Hunters filed claims under both the Westfield and Grinnell policies, asking that both insurance companies defend and indemnify them for damages which may be awarded against them in a lawsuit.

Westfield filed a Complaint for Declaratory Judgment against the Hunters in the Butler County Court of Common Pleas seeking a determination that it owed no duty to defend or indemnify the Hunters for the grandchild’s injuries under the Westfield homeowner’s policy issued on their home in Hamilton based on the exclusion of coverage in that policy for claims “arising out of” other property owned by the Hunters but not listed in the Westfield policy as insured premises.

The trial court granted Westfield’s Motion for Summary Judgment, finding that, since the injured grandchild’s injuries were incurred on the Hunters’ farm property, and the property was not identified as an insured premises in the Westfield policy, the claims of the injured grandchild were barred by the “Other Owned Property” exclusion in the Westfield policy. The injured grandchild and his parents, as well as Grinnell Insurance Company, who had opposed Westfield’s declaratory judgment action, appealed the trial court’s summary judgment order.

The Twelfth District Court of Appeals affirmed that the Hunters were not entitled to a defense or indemnification under the Westfield policy based upon its exclusion of damages “arising out of other owned property.” The injured grandchild and his parents, as well as Grinnell, appealed the matter to the Ohio Supreme Court, which accepted review. The Ohio Supreme Court ruled that, when an exclusion in a homeowner’s insurance policy bars coverage for claims “arising out of” premises which are owned by an insured but not identified in the policy as an insured location, the exclusion precludes coverage for premises-based liability claims, such as claims which arise from the quality or condition of a non-listed premises, and also bars coverage for claims predicated upon an insured’s ownership of an unlisted premises on which the injury occurs.

The Court further held, however, that such an exclusion does not bar coverage from the insured’s alleged negligence if that negligence is unrelated to the quality or condition of the “other owned property” on which an injury occurred. The Ohio Supreme Court found that the trial court’s decision under appeal did not adequately determine whether the claims asserted by the Plaintiffs were related to the quality or condition of the premises where the injury occurred, or were based on some other theory of negligence. Thus, the Court remanded the case back to the trial court to apply its holding to the facts and legal arguments advanced by the parties.

**Officers & Committees**

President  
Jack J Lah 889-8133

Vice President  
Jon Lippert 579-0080

Treasurer  
Jon Libbert 530-0080

Secretary  
Pat Lunn 563-0088

Director  
Cindy Gallaher 779-6413

Director  
Jack Farrell 791-3096

Christmas Party  
Joe Groh 947-5269

Condolence  
Laura Hemmerly 867-3751

Directory  
Patty Montagne 870-2134

Election Committee  
Tony Iacofano 721-5672

Employment  
Laura Hemmerly 867-3751

Finance/Audit  
Joe Groh 947-5269  
Carmen Sarge 579-0080

Financial Secretary  
John Graf 859-491-5341

Historian/Photographer  
Julia Tigner 858-2550

Legislative/Constitution/Ethics  
Benjamin, Yocum & Heather  
721-5672

Membership  
Jack Farrell 791-3096

Program Committee  
Joe Groh 947-5269

Sergeant at Arms  
Ron Diorio 859-491-5341

Golf Tournament  
To Be Determined

**May Door Prize Donations**

**MANY THANKS TO:**  
Smith Rolfes & Skavdahl  
Structured Financial Associates  
ServPro of Ohio Cincinnati East  
TriWeh  
Teasdale Fenton  
Certified Restoration  
ServiceMaster  
GCI  
A-One



**May New Members**

**Jason Walker**  
Smith Rolfes & Skavdahl LPA