IN THE SUPREME COURT OF OHIO

Fred L. Lager, Administrator of the Estate of Sara E. Lager, deceased,	Supreme Court Case Nos. 2007-1762 and 2007-1760
Appellee,	On Appeal from the Lucas County Court of Appeals, Sixth Appellate District
vs.	
Nationwide Mutual Fire Insurance Company	Court of Appeals Case No. L-07-1022
Appellant.	

LIST OF ADDITIONAL AUTHORITIES RELIED UPON DURING ORAL ARGUMENT BY APPELLEE, FRED L. LAGER, ADMINISTRATOR OF THE ESTATE OF SARA E. LAGER

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FILED
MAY 23 2008
CLERK OF COURT
SUPREME COURT OF OHIO

Now comes Appellee, Fred L. Lager, Administrator of the Estate of Sara E. Lager, Deceased, by and through counsel, and pursuant to Supreme Court Practice Rule IX, Section 8, provides a list of citations to additional authorities.

Additional Authorities:

Cases:

Wolfe v. Wolfe (2000), 88 Ohio St. 3d 246, 725 N.E. 2d 261

Statutes:

R.C. 3937.31 (Version Applicable to H.B. 261)

R.C. 3937.31 (S.B. 267)

Respectfully submitted,

W. Randall Rock, #0023231

ATTORNEY FOR APPELLEE, FRED L. LAGER, ADMINISTRATOR OF THE ESTATE OF SARA E. LAGER, DECEASED

CERTIFICATE OF SERVICE

I certify that a true and correct copy of Appellee's List of Additional Authorities Relied Upon During Oral Argument was sent by facsimile and ordinary U.S. mail to Edward T. Mohler, one of the Attorneys for Appellant, Nationwide Mutual Fire Insurance Company, 420 Madison Avenue, Suite 650, Toledo, OH 43604, Facsimile No. (419) 242-7783, and Joyce V. Kimbler, one of the Attorneys for Appellant, Nationwide Mutual Fire Insurance Company, 50 South Main Street, Suite 502, Akron, OH 44308, Facsimile No. (330) 253-8875, on this 23rd day of May, 2008.

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Version applicable to H.B. 261 amendments to R.C. 3937.18

3937.31 Policy period for automobile insurance; grounds for cancellation limited; exceptions

(A) Every automobile insurance policy shall be issued for a policy period of not less than two years or guaranteed renewable for successive policy periods totaling not less than two years. Where renewal is mandatory, "cancellation," as used in sections 3937.30 to 3937.39 of the Revised Code, includes refusal to renew a policy with at least the coverages, included insureds, and policy limits provided at the end of the next preceding policy period. No insurer may cancel any such policy except pursuant to the terms of the policy, and in accordance with sections 3937.30 to 3937.39 of the Revised Code, and for one or more of the following reasons:

(1) Misrepresentation by the insured to the insurer of any material fact in the procurement or renewal of the insurance or in the submission of claims thereunder;

(2) Loss of driving privileges through suspension, revocation, or expiration of the driver's or commercial driver's license of the named insured or any member of his family covered as a driver; provided that the insurer shall continue the policy in effect but exclude by endorsement all coverage as to the person whose driver's license has been suspended or revoked or has expired, if he is other than the named insured or the principal operator;

(3) Nonpayment of premium, which means failure of the named insured to discharge when due any of his obligations in connection with the payment of premiums on a policy, or any installment of such premiums, whether the premium is payable directly to the insurer or its agent or indirectly under any premium finance plan or extension of credit;

(4) The place of residence of the insured or the state of registration or license of the insured automobile is changed to a state or country in which the insurer is not authorized to write automobile coverage.

This section does not apply in the case of a cancellation if the insurer has indicated its willingness to issue a new policy within the same insurer or within another insurer under the same ownership or management as that of the insurer which has issued the cancellation.

(B) Sections 3937.30 to 3937.39 of the Revised Code do not prohibit:

(1) Changes in coverage or policy limits, cancellation, or nonrenewal for any reason at the request or with the consent of the insured;

(2) Lawful surcharges, adjustments, or other changes in premium;

(3) Policy modification to all policies issued to a classification of risk which do not effect a withdrawal or reduction in the initial coverage or policy limits;

(4) An insurer's refusing for any reason to renew a policy upon its expiration at the end of any mandatory period, provided such nonrenewal complies with the procedure set forth in section 3937.34 of the Revised Code.

(C) Sections 3937.30 to 3937.39 of the Revised Code do not apply to any policy or coverage which has been in effect less than ninety days at the time notice of cancellation is mailed by the insurer, unless it is a renewal policy.

(D) Renewal of a policy does not constitute a waiver or estoppel with respect to grounds for cancellation which existed before the effective date of such renewal.

(1989 H 381, eff. 7-1-89; 1973 H 1; 1969 S 334)

3937.31 Policy period for automobile insurance; grounds for cancellation limited; exceptions

(A) Every automobile insurance policy shall be issued for a period of not less than two years or guaranteed renewable for successive policy periods totaling not less than two years. Where renewal is mandatory, "cancellation," as used in sections 3937.30 to 3937.39 of the Revised Code, includes refusal to renew a policy with at least the coverages, included insureds, and policy limits provided at the end of the next preceding policy period. No insurer may cancel any such policy except pursuant to the terms of the policy, and in accordance with sections 3937.30 to 3937.39 of the Revised Code, and for one or more of the following reasons:

(1) Misrepresentation by the insured to the insurer of any material fact in the procurement or renewal of the insurance or in the submission of claims thereunder;

(2) Loss of driving privileges through suspension or expiration of the driver's or commercial driver's license of the named insured or any member of the named insured's family covered as a driver; provided that the insurer shall continue the policy in effect but exclude by endorsement all coverage as to the person whose driver's license has been suspended or has expired, if the person is other than the named insured or the principal operator;

(3) Nonpayment of premium, which means failure of the named insured to discharge when due any of the named insured's obligations in connection with the payment of premiums on a policy, or any installment of such premiums, whether the premium is payable directly to the insurer or its agent or indirectly under any premium finance plan or extension of credit;

(4) The place of residence of the insured or the state of registration or license of the insured automobile is changed to a state or country in which the insurer is not authorized to write automobile coverage.

This section does not apply in the case of a cancellation if the insurer has indicated its willingness to issue a new policy within the same insurer or within another insurer under the same ownership or management as that of the insurer that has issued the cancellation.

(B) Sections 3937.30 to 3937.39 of the Revised Code do not prohibit:

(1) Changes in coverage or policy limits, cancellation, or nonrenewal for any reason at the request or with the consent of the insured;

(2) Lawful surcharges, adjustments, or other changes in premium;

(3) Policy modification to all policies issued to a classification of risk which do not effect a withdrawal or reduction in the initial coverage or policy limits;

(4) An insurer's refusing for any reason to renew a policy upon its expiration at the end of any mandatory period, provided such nonrenewal complies with the procedure set forth in section 3937.34 of the Revised Code.

(C) Sections 3937.30 to 3937.39 of the Revised Code do not apply to any policy or coverage that has been in effect less than ninety days at the time notice of cancellation is mailed by the insurer, unless it is a renewal policy.

(D) Renewal of a policy does not constitute a waiver or estoppel with respect to grounds for cancellation that existed before the effective date of such renewal.

(E) Nothing in this section prohibits an insurer from incorporating into a policy any changes that are permitted or required by this section or other sections of the Revised Code at the beginning of any policy period within the two-year period set forth in division (A) of this section.

(2002 S 123, eff. 1-1-04; 2000 S 267, eff. 9-21-00; 1989 H 381, eff. 7-1-89; 1973 H 1;