

[Cite as *Regent Ins. Co. v. Woodside*, 2003-Ohio-1717.]

COURT OF APPEALS OF OHIO, EIGHTH DISTRICT

COUNTY OF CUYAHOGA

NO. 80001

REGENT INSURANCE COMPANY	:	
	:	JOURNAL ENTRY
Plaintiff-Appellee	:	
	:	and
-vs-	:	
	:	OPINION
WILLIAM WOODSIDE, JR.	:	
	:	
Defendant-Appellant	:	
	:	

DATE OF ANNOUNCEMENT APRIL 3, 2003
OF DECISION:

CHARACTER OF PROCEEDING: Civil appeal from
Common Pleas Court
Case No. CV-425738

JUDGMENT: Affirmed.

DATE OF JOURNALIZATION:

APPEARANCE:

For Plaintiff-Appellee: THOMAS L. ROSENBERG
CARL A. ANTHONY
Ulmer & Berne
88 Est Broad St.
Suite 1980
Columbus, Ohio 43215

For Defendant-Appellant: SCOTT A. SPERO
JEROME L. BENTOFF
Bentoff & Spero Co., LPA
526 Superior Avenue, N.E.
440 Leader Building
Cleveland, Ohio 44114-1900

PATRICIA ANN BLACKMON, J.:

{¶1} This is an appeal from the trial court's granting of summary judgment in favor of Regent Insurance Company regarding William Woodside Jr's claim for uninsured/underinsured (UM/UIM) coverage under his homeowner's insurance policy.

{¶2} Having reviewed the argument of the parties and the pertinent law, we affirm the decision of the trial court. The apposite facts follow.

{¶3} On November 1, 1997, Woodside was seriously injured in a motor vehicle accident. Liability was admitted by the driver of the automobile that collided with Woodside. Woodside collected the full policy amount provided by the driver's liability insurance policy. Woodside also sought recovery for underinsured motorist benefits under his homeowner's policy.

{¶4} The homeowner's policy excluded liability coverage for bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an insured. The policy further stated the above exclusion does not apply to bodily injury arising out of and in the course of "a resident employee's employment by an insured."

{¶5} Woodside asks this court to find as a matter of law a homeowner's policy that includes a resident employee exception is

in fact a motor vehicle liability policy which requires uninsured/underinsured motorist coverage.

{¶6} This court held in *Pfenning v. Nationwide Ins. Co.*, Cuyahoga App. No. 80009, 2003-Ohio-397, that pursuant to *Hillyer v. State Farm Fire & Cas. Co.*, 97 Ohio St.3d, 2002-Ohio-6662, 780 N.E.2d 262, a resident employee exception clause in an insurance policy does not convert that policy into a motor vehicle liability insurance policy requiring uninsured/underinsured motorist coverage. Consequently, Woodside's sole assigned error is overruled, and the trial court's granting of appellee's motion for summary judgment is affirmed.

Judgment affirmed.

It is ordered that appellee recover of appellant its costs herein taxed.

The Court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this Court directing the Common Pleas Court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

MICHAEL J. CORRIGAN, P.J., and

DIANE KARPINSKI, J., CONCUR.

PATRICIA ANN BLACKMON
JUDGE

N.B. This entry is an announcement of the court's decision. See App.R. 22(B), 22(D) and 26(A); Loc.App.R. 22. This decision will be journalized and will become the judgment and order of the court pursuant to App.R. 22(E) unless a motion for reconsideration with supporting brief, per App.R. 26(A), is filed within ten (10) days of the announcement of the court's decision. The time period for review by the Supreme Court of Ohio shall begin to run upon the journalization of this court's announcement of decision by the clerk per App.R. 22(E). See, also, S.Ct.Prac.R. II, Section 2(A)(1).