



Justice · Service · Professionalism

The Barrister's Bulletin

Synopses of recent decisions affecting Central Ohio

Volume 2, Issue 4

Upcoming Events

All Events held at The Bluestone (formerly BoMA) at 583 East Broad Street, Columbus.

September 13, 2011

Annual Judicial Reception

5:30 – 7:00

November 8, 2011

Luncheon - 12:00 – 1:30

Ethics Seminar – 1:30 – 4:00

January 10, 2012

Luncheon - 12:00 – 1:30

Mission Statement

To promote justice for individuals in all local, state, and federal courts; to support our membership; to assist the legal community; to improve the judicial system; and to serve the citizens of Central Ohio.

Insurance Policy Construed Strictly Against Insurance Company

In *Great Am. Assur. Co. v. AES Promotions, LLC*, 2011 Ohio 4443, Fifth Dist. Case No. 2010 AP 10 0041, the insurance policy did not cover injuries during scheduled racing events. However, the decedent was killed at a race track while no races were occurring. The Fifth District held that, because the policy did not clearly exclude coverage for the claimed injury, no such exclusion could be written in. “Insurance coverage is determined by reasonably construing the contract in conformity with the intention of the parties, as interpreted from the ordinary and commonly understood meaning of the language employed. *King v. Nationwide Insurance Company* (1988), 35 Ohio St.3d 208, 211, 519 N.E.2d 1380. If a provision of a contract of insurance is reasonably susceptible to more than one interpretation, its provisions will be construed strictly against the insurer and liberally in favor of the insured. *King, supra*, syllabus.” *Id.* at ¶76.

Manifest Injustice of Defense Verdict Warrants New Trial

Where a passenger was injured when the driver and another driver collided, and the jury found neither driver at fault, the Tenth District held that the granting of a new trial was proper under Civ. R. 59. *Sully v. Joyce*, 2011 Ohio 3825, Tenth Dist. Nos. 10AP-1148, 10AP-1151.