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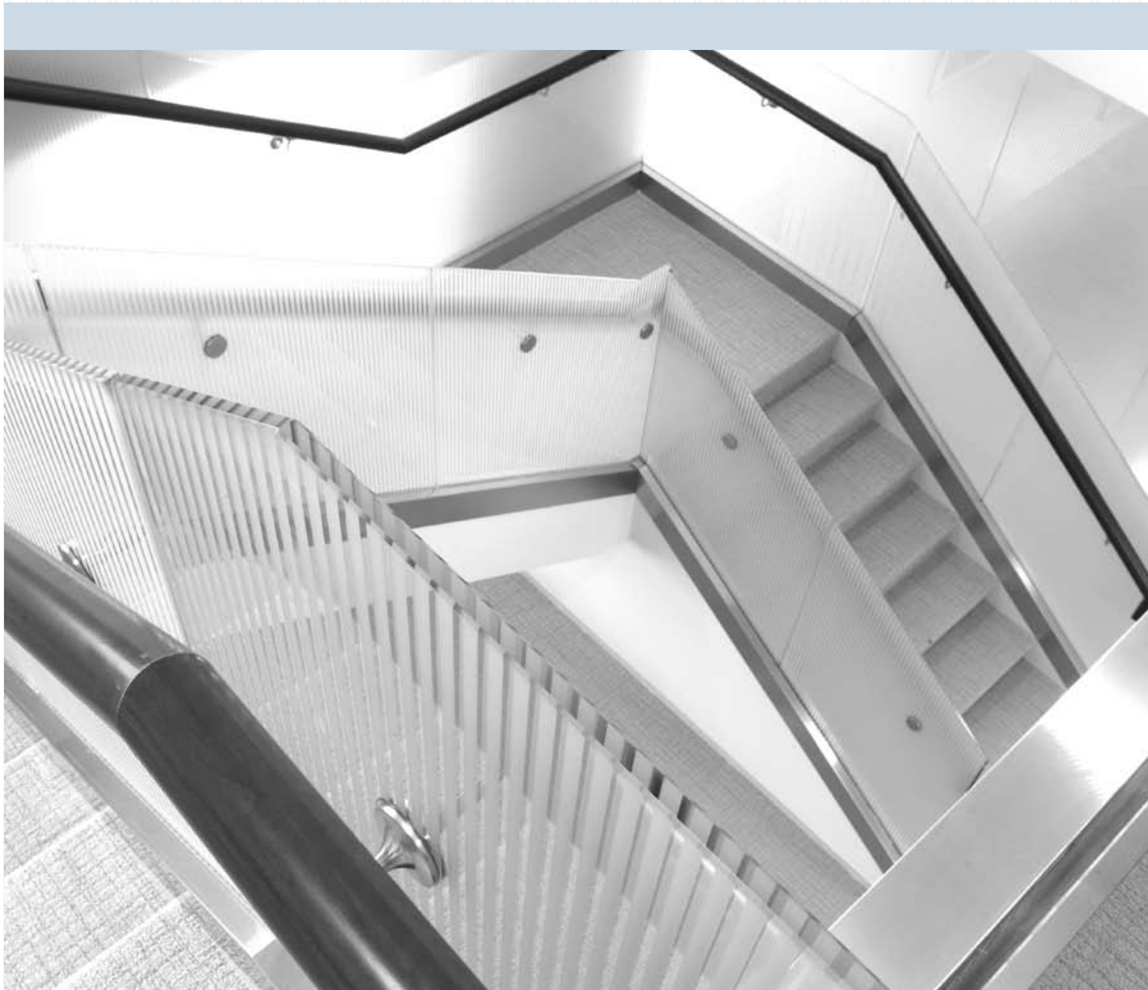
2009 DESKTOP LEGAL PRIMER FOR OHIO CLAIMS



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CONTENTS: In This Guide

Claim Limitation Periods 2
Negligence 3
Damages 3
Joint and Several Tort Liability 5
Contribution and Indemnity 5
Automobile Insurance 6
Subrogation and Liens 7
Ohio Fair Claims Practices Act 8

I. CLAIM LIMITATION PERIODS

A. Statutes Of Limitation

1 Year:

- Actions for libel, slander, malicious prosecution or false imprisonment – one year after the cause of action accrues. O.R.C. §2305.11(A).
- Assault and battery. O.R.C. §2305.111(B).
- Contribution claims can be brought within one year after final judgment. O.R.C. §2307.26.

2 Years:

- Bodily injury. O.R.C. §2305.10(A).
- Wrongful death. O.R.C. §2125.02(D)(1).
- Injury to personal property. O.R.C. §2305.10(A).

4 Years:

- Fraud. O.R.C. §2305.09(C).
- Invasion of privacy. O.R.C. §2305.09(D).
- Trespass upon real property. O.R.C. §2305.09(A).
- Breach of contract for the sale of goods. O.R.C. §1302.98(A).
- General negligence, where there is no specific statutory statute of limitation. O.R.C. §2305.09(D).
- For the recovery of personal property or for taking or detaining it. O.R.C. §2305.09(B).
- Tort actions for damage to real property. O.R.C. §2305.09(D).

6 Years:

- Oral contract. O.R.C. §2305.07.
- Dog bite claims. O.R.C. §2305.07; *Bora v. Kerchelich* (1983), 2 Ohio St.3d 146.

12 Years:

- Childhood sexual abuse. O.R.C. §2305.111(C).

15 Years:

- Written contract. O.R.C. §2305.06.

Medical malpractice – one year after the cause of action accrued. O.R.C. §2305.113(A). No action shall be commenced more than four years after the occurrence of the act or omission. O.R.C. §2305.113(C)(1) and (2). If a person could not have reasonably discovered the medical malpractice within three years of its happening, but discovers the malpractice before the end of four years after it occurred, the person may commence an action not later than one year after the person discovers the injury. O.R.C. §2305.113(D)(1). A person may bring an action over a foreign object left in the body of a person within one year after discovering it or not later than one year after the person should have discovered it. O.R.C. §2305.113(D)(2).

Tolling – Statutes of limitation may be suspended or tolled for minors or for those of unsound mind. O.R.C. §2305.16. But tolling statute does not affect contractual limitation of action provisions. *Sarmiento v. Grange Mut. Cas. Co.* (2005), 106 Ohio St.3d 403.

B. Product Liability Statute Of Repose

- Ohio now has a ten year Statute of Repose for product liability claims. O.R.C. §2305.10(C)(1).
- No product liability claim shall accrue against the manufacturer or supplier of a product later than ten years from the date the product was delivered to its purchaser.
- The Statute of Repose does not apply to asbestos claims, to claims from exposure to hazardous or toxic chemicals, to

drugs or medical devices, or if the manufacturer warranted the product for longer than ten years, or if the manufacturer engaged in fraud in regard to information about the product and if the fraud contributed to the alleged harm.

C. Construction Statute Of Repose

- Ohio now has a ten year Statute of Repose for certain premises liability actions. O.R.C. §2305.131.
- No claim for bodily injury, wrongful death or injury to real or personal property, which arises out of an improvement to real property, shall accrue against a person who furnished the design, planning, supervision of construction, or construction of the improvement to real property later than ten years from the date of substantial completion of such improvement. O.R.C. §2305.131(A).
    - Does not apply if there is a longer express warranty [O.R.C. §2305.131(D)] or if the improvements involved fraudulent conduct [O.R.C. §2305.131(C)] or to prevent claims against a person who is an owner of, tenant of, landlord of, or other person in possession or control of the improvement to the real property that caused the accident [O.R.C. §2305.131(B)].

II. NEGLIGENCE

A. Comparative Negligence

- If the comparative or contributory negligence of a plaintiff is greater than 50% of the total negligence, the plaintiff recovers nothing. O.R.C. §2315.33. The finder of fact can attribute percentages of negligence both to parties and to non-parties.
- If the percentage of the negligent conduct attributable to the plaintiff is greater than the sum of the percentages of the tortious conduct attributable to the defendants plus non-parties, the plaintiff recovers nothing. O.R.C. §2315.35.
- If the plaintiff's negligence is less than 50% and less than the total negligence attributable to the defendants and non-parties, the plaintiff's compensatory damage award is reduced proportionally equal to the percentage of the plaintiff's negligent conduct. O.R.C. §2315.35. For example, if the plaintiff is found to be 30% negligent, and the jury awards $100,000, the plaintiff's net recovery is $70,000.
- The trier of fact shall return a general verdict, accompanied by interrogatory answers, that specify the percentage of negligence attributable to the plaintiff and to each defendant and the percentage of negligence attributable to non-parties. O.R.C. §2307.23(A)(1) and (2).
- It is an affirmative defense for any defendant to argue that a non-party, against whom the plaintiff is not seeking recovery in the lawsuit, is responsible for some or all of the tortious conduct. O.R.C. §2307.23(C).

III. DAMAGES

A. Caps On Non-Economic (Pain And Suffering) Damages

- Ohio has **NO** limits on the amount of compensatory damages that an injured person can recover for economic losses in a tort action.
- Any bodily injury qualifies.
- However, non-economic (pain and suffering) damages are capped in tort actions.
    - Those caps do not apply if the plaintiff has suffered a permanent and substantial physical deformity, loss of use of limb, or loss of a bodily organ system or permanent physical functional injury that permanently prevents the injured person from being able to independently care for himself/herself and perform life sustaining activities. O.R.C. §2315.18(B)(3)(a) and (b).
- When the non-economic loss compensatory damages caps apply in a tort action, a plaintiff is limited to a maximum of $250,000 or three times the economic loss, not to exceed $350,000, for each plaintiff or a maximum of $500,000 for each occurrence. O.R.C. §2315.18(B)(2).
- The trier of fact, is required, in its verdict, to specify the total compensatory damages and the amount representing economic loss and the amount representing non-economic (pain and suffering) loss. O.R.C. §2315.18(B).
- Any party may seek summary judgment prior to trial with respect to whether the alleged injury falls within or outside the caps on non-economic damages. O.R.C. §2315.18(E)(2).
- A court of common pleas has no jurisdiction to enter a judgment on an award of compensatory damages for non-economic loss (pain and suffering) in excess of the limits set forth above (O.R.C. §2315.18(F)(1)) and neither the court, counsel nor witnesses may inform or instruct the jury about the caps or limits on non-economic (pain and suffering) damages. O.R.C. §2315.18(F)(2).
- The caps on non-economic (pain and suffering) losses only apply to causes of action that arise on or after April 7, 2005.

Continued on page 4

Continued from page 3

B. Caps On Punitive Damages

- Effective April 6, 2005, Ohio's tort reform placed caps on punitive damages.
- Punitive damages must be proven by "clear and convincing evidence." O.R.C. §2315.21(D)(4).
- The punitive damages statute creates two classes of employers, a "small employer," which includes employees, and all others (*i.e.* large employers). A small employer is one who employs less than 100 people on a full time basis, or, in the case of a manufacturer, an employer who employs less than 500 full time employees.
- Punitive damages against "small employers," including individuals, are capped at the lesser of:
  1. Two times the amount of the compensatory damages awarded to the plaintiff from the defendant; or
  2. 10% of the employer's or individual's net worth when the tort was committed, up to a maximum of $350,000. O.R.C. 2315.21(D)(2)(b).
- For all other employers, punitive damages are limited to not more than two times the amount of compensatory damages. O.R.C. 2315.21(D)(2)(a).
- Punitive damages are not recoverable from a defendant in a tort action unless the trier of fact has awarded the plaintiff compensatory damages and the actions or omissions of that defendant demonstrate malice or aggravated or egregious fraud, or that the defendant, as principal or master, knowingly authorized, participated in, or ratified actions or omissions of an agent or servant that so demonstrate. O.R.C. §2315.21(C)(1) and (2).
- Upon motion of any party prior to trial where punitive damages are claimed, the trial court shall bifurcate the compensatory damage part of the trial from the punitive damage part of the trial. O.R.C. §2315.21(D)(1)(a).
- There is a separate statute covering punitive damages and product liability actions. O.R.C. §2308.80.

C. Admissibility Of "Writedown" Of Medical Bills

- In tort actions, defendants can now admit into evidence the fact that the plaintiff's medical providers accepted in payment, for their services, an amount less than the stated or face value of the medical bills.
- Thus, while the plaintiff can introduce the full amount or stated "list" price of the medical services rendered, the defendant can introduce evidence that the medical provider accepted a negotiated reduction in, or "write off" of, the medical bills. *Robinson v. Bates*, 2006-Ohio-6362, 112 Ohio St.3d 17.

D. Evidence Of Collateral Benefits Paid To Plaintiff

- In any tort action, the defendant may introduce evidence of any amounts payable as a benefit to the plaintiff, as a result of the same injury, death or loss in issue, except if the source of collateral benefits has:
  - A mandatory self-effectuating federal right of subrogation;
  - A contractual right of subrogation;
  - A statutory right of subrogation;
  - Or if the source pays the plaintiff a benefit in the form of a life insurance payment or disability payment.
- However, evidence of the life insurance payment or disability payment may be introduced if the plaintiff's employer paid for the life insurance or disability policy and the employer is a defendant in the tort action. O.R.C. §2315.20(A).
- If the defendant elects to introduce evidence of such collateral benefits, the plaintiff may introduce evidence of any amount that the plaintiff has paid or contributed to secure the plaintiff's right to receive the benefits about which the defendant has introduced evidence. O.R.C. §2315.20(B).
- A provider of subrogated collateral benefits, which are introduced at trial, shall not recover any amount against the plaintiff nor shall it be subrogated to the rights of the plaintiff against the defendant. O.R.C. §2315.20(C).

E. Prejudgment And Post Judgment Interest

1. Statutory Rate for Prejudgment and Post Judgment Interest.
   2009: 5%; 2008: 8%; 2007: 8%; 2006: 6%; 2005: 5%; 2004: 4%
   - Set every October 15th by the tax commissioner by adding 3% to the federal short term rate. O.R.C. §5703.47.
2. In tort actions, prejudgment interest will be awarded if, after a post judgment hearing, the trial court determines that:
   a. The party who lost failed to make a good faith effort to settle, and
   b. The party who won did not fail to make a good faith effort to settle. O.R.C. §1343.03(C)(1).
3. Where losing party admitted liability in a pleading or acted with the deliberate purpose to cause harm, interest runs from the date the cause of action accrued to the date of the judgment. O.R.C. §1343.03(C)(1)(a) and (b).
4. In all other actions, prejudgment interest runs for the longer of the following periods:
   1. From the date the winning party gave first notice and if the <u>winning</u> party made reasonable efforts to determine if the losing defendant had liability insurance and gave plaintiff written notice to the defendant and the liability insurer that the cause of action had accrued;
   2. From the date on which the prevailing plaintiff filed the lawsuit or pleading giving rise to the judgment. O.R.C. §1343.03(C)(1)(c)(i) and (ii).

5. No prejudgment interest on awards for future damages. O.R.C. §1343.03(C)(2).
6. Post judgment interest and interest on a settlement runs from the date of the judgment or settlement until the satisfaction of the judgment or settlement. O.R.C. §1343.03(A) and (B); *Hartmann v. Duffey* (2002), 95 Ohio St.3d 456.

F. Parental Liability

- A parent can be civilly liable, up to $10,000, to a property owner when the parent's minor child willfully damages property or commits a "theft offense." O.R.C. §3109.09(B).

G. Statutory Damages

- A person who, without privilege to do so, recklessly cuts down, destroys or injures a vine, bush, tree or crop, growing upon another's land or on public land is subject to treble damages. O.R.C. §901.51.
- A consumer who proves a violation of Ohio's Consumer Sales Practices Act may recover three times the consumer's actual economic damages, plus up to $5000 in non-economic damages. O.R.C. §1345.09(B).

IV. JOINT AND SEVERAL TORT LIABILITY

The following applies to all actions and lawsuits that arise on or after April 9, 2003.

- Where there are two or more defendants, all of whom are found to be 50% or less at fault, each is only liable for its proportionate share of the compensatory damages that represent economic loss. O.R.C. §2307.22(B).
- Where a defendant is found to be more than 50% at fault, that defendant shall be jointly and severally liable, in tort, for all compensatory damages that represent economic loss. O.R.C. §2307.22(A)(1).
- Each defendant who is determined to be 50% or less at fault shall be liable only for that defendant's proportionate share of the compensatory damages that represent economic loss. O.R.C. §2307.22(A)(2).
- All defendants are only liable for their proportionate share of non-economic (pain and suffering) losses, regardless of their degree of fault. O.R.C. §2307.22(C).
- Intentional tort defendants are treated differently.
    - Any defendant found to be liable for an intentional tort is jointly and severally liable in tort for all compensatory damages that represent economic loss even if that defendant is less than 50% at fault. O.R.C. §2307.22(A)(3).
    - Each defendant against whom an intentional tort claim has not been alleged and established, and to whom 50% or less of the tortious conduct is attributable, is not jointly and severally liable with a co-defendant who has been found liable for an intentional tort. Instead, such a defendant, who is found liable but **NOT** for an intentional tort, is liable only for that defendant's proportionate share of the compensatory damages that represent economic loss. O.R.C. §2307.22(A)(4).

V. CONTRIBUTION AND INDEMNITY

A. Contribution

- The right of contribution exists only in favor of the tortfeasor who has paid more than that tortfeasor's proportionate share of a common liability and that tortfeasor's total recovery is limited to the amount paid by that tortfeasor in excess of that tortfeasor's proportionate share. O.R.C. §2307.25(A).
- There is no right of contribution in favor of any tortfeasor against whom an intentional tort claim has been established. O.R.C. §2307.25(A).
- A tortfeasor who enters into a settlement with a claimant is **NOT** entitled to contribution from another tortfeasor whose liability for the injury or loss is not extinguished by the settlement, or with respect to any amount paid in a settlement that is in excess of what is reasonable. O.R.C. §2307.25(B).
- A liability insurer which has discharged, in full or in part, the liability of the tortfeasor by payment, is subrogated to the tortfeasor's right of contribution to the extent of the amount it has paid in excess of the tortfeasor's proportionate share of the common liability. O.R.C. §2307.25(C).

B. Indemnity

- If one tortfeasor is entitled to indemnity from another, the right of the indemnity obligee is for indemnity and not contribution, and the indemnity obligor is not entitled to contribution from the obligee for any portion of the indemnity obligation. O.R.C. §2307.25(D).

Continued on page 6

Continued from page 5

C. Effect Of A Payment And Release

- A release or covenant does not discharge any of the other tortfeasors from liability, unless its terms otherwise provide, but it reduces the claim against the other tortfeasors to the extent of the greater of any amount stipulated by the release or the amount of consideration paid for it, except that the reduction of the claim against the other tortfeasors shall not apply in any case in which the reduction results in the plaintiff recovering less than the total amount of the plaintiff's compensatory damages award. O.R.C. §2307.28(A).
- In any case in which the reduction does not apply, the plaintiff shall not recover more than the total amount of the plaintiff's compensatory damages awarded by the trier of fact. O.R.C. §2307.28(A).
- The release discharges the person to whom it is given from all liability for contribution to any other tortfeasor. O.R.C. §2308.28(B).

VI. AUTOMOBILE INSURANCE

A. Mandatory Liability Limits

- Bodily injury – $12,500 per person/$25,000 per accident. O.R.C. §4509.01(K).
- Property damage – $7,500 per accident. O.R.C. §4509.01(K).
- UM/UIM coverage – under Ohio law, the offering of UM/UIM coverage is no longer mandatory, but instead, it is optional. O.R.C. §3937.18(A).

B. UM/UIM Coverage

1. Not Excess Coverage

- UIM coverage is not excess coverage and shall only provide the insured an amount of protection not greater than that which would be available under the insured's UM coverage if the person or persons liable to the insured were uninsured at the time of the accident. O.R.C. §3937.18(C).

2. Set-Off

- The limits of UIM coverage shall be reduced by those amounts available for payment under all applicable bodily injury liability bonds and insurance policies covering persons liable to the insured. O.R.C. §3937.18(C).

3. Stacking

- Any UM/UIM coverage may include terms and conditions that preclude any and all stacking of such coverages including, but not limited to, Interfamily Stacking, which is the aggregating of the limits of such coverages by the same person or two or more persons who are not members of the same household, and Intrafamily Stacking, which is the aggregating of the limits of such coverages purchased by the same person or two or more family members of the same household. O.R.C. §3937.18(F)(1) and (2).
- Any policy that includes UM or UIM coverage or both may include terms limiting all claims arising from any one person's bodily injury or death, to a single per person limit of liability, and, for the purpose of such policy limit, all those claims shall constitute a single claim. O.R.C. §3937.18(G).

4. "Phantom" Vehicles

- A UM/UIM claim does not require "physical contact," but "independent corroborative evidence" must exist to prove that the injury or death was proximately caused by the negligence or intentional actions of an unidentified driver of a motor vehicle. The testimony of any insured seeking recovery from the insurer shall **not** constitute "independent corroborative evidence," unless the testimony is supported by additional evidence. O.R.C. §3937.18.(B)(3).

5. Limitations Period

- UM/UIM coverage may include terms requiring that UM/UIM claims be made or brought within three years after the date of the accident or within one year after the tortfeasor's liability insurer has become the subject of insolvency proceedings. O.R.C. §3937.18(H).
- But see *Sarmiento v. Grange Mut. Cas. Co.* (2005), 106 Ohio St.3d 403 in which the Ohio Supreme Court, construing Ohio’s prior UM/UIM statute, ruled that a two-year limitation of action provision is enforceable for UM/UIM claims.

6. Exclusions

- Neither UM nor UIM coverage is subject to an exclusion or reduction in amount because of any workers' compensation benefits payable as a result of the same injury or death. O.R.C. §3937.18(E).
- UM/UIM coverage may include terms that preclude coverage under any of the following circumstances:
  1. When the insured is operating or occupying a motor vehicle owned by, furnished to or available for the regular use of the named insured, a spouse, or resident relative of a named insured, if the motor vehicle is not specifically identified in the policy under which a claim is made or is not a newly acquired or replacement motor vehicle;
  2. When the insured is operating or occupying a motor vehicle without a reasonable belief that the insured is

entitled to do so. Under no circumstance will an insured whose license has been suspended, revoked or never issued be held to have a reasonable belief that the insured is entitled to operate a motor vehicle;

3. When the injury or death is caused by a motor vehicle operated by any person who is specifically excluded from coverage for bodily injury liability in the policy under which the UM/UIM coverages are provided;
4. While any employee, officer, director, partner, trustee, member, executor, administrator or beneficiary of the named insured, or any relative of any such person, is operating or occupying a motor vehicle unless that person is operating or occupying a motor vehicle for which UM/UIM coverage is provided in the policy.
5. When the person actually suffering the bodily injury or death is not an insured under the policy. O.R.C. §3937.18(I)(1) - (5).

7. Arbitration

- UM/UIM arbitration is contractual. It is not mandatory.

8. Exhaustion Of Underlying Coverage

- The Ohio common law allows an insured to make the claim for UIM coverage without totally exhausting the underlying tortfeasor's coverage. However, the UIM coverage would still, in that example, only apply above the tortfeasor's liability limit.

9. Notice Of A Tentative Settlement

- The case law suggests that once the UIM carrier is given notice of a tentative settlement between the insured and the tortfeasor carrier, the UIM carrier must respond within a reasonable amount of time, generally construed to be 30 days. If the carrier does nothing, the insured can collect from the tortfeasor, give a full release, and the UIM carrier's subrogation rights are voided.
- Once the insured has given the UIM carrier notice of a tentative settlement with the tortfeasor's carrier, the UIM carrier has these options:
  1. Advance its insured the amount of the tentative settlement and subrogate against the tortfeasor;
  2. Do an assets check. If it is determined that the tortfeasor has no collectible assets, the UIM carrier can choose to allow the insured to accept settlement in exchange for a full and final release;
  3. If the UIM carrier disagrees with the tentative settlement, due to value, the UIM carrier must advise the insured that the UIM carrier will not agree to the settlement. The UIM carrier then advances the money to the insured and either the insured institutes an action against the tortfeasor or the UIM carrier can take an assignment of the insured's rights and do so itself.

C. No Coverage for Punitive Damages

- Ohio law prohibits auto and other casualty and liability insurance policies from providing coverage for punitive damages. O.R.C. §3937.182(B).

D. Admissibility Of Lack Of Seatbelt Use

- Effective April 7, 2005, the failure to use a seatbelt is not admissible to prove negligence or comparative negligence but is admissible to reduce damages by showing that the failure to use contributed to the harm alleged in the action. O.R.C. §4513.263(F)(1).

E. Medical Payments Coverage

- There is no "no-fault" in Ohio.

VII. SUBROGATION AND LIENS

A. Workers' Compensation Subrogation

- For accidents occurring prior to April 9, 2003, there is no right of subrogation for Ohio workers' compensation payments. However, Ohio adopted a new workers' compensation subrogation statute which applies to accidents after April 9, 2003.
- The Ohio Revised Code creates a right of recovery in favor of a statutory subrogee against a third party, and the statutory subrogee is subrogated to the rights of a claimant against that third party. O.R.C. §4123.931(A).
- There is a complex statutory formula for determining the amount of the subrogation interest. O.R.C. §4123.931(B).
- The right of workers' compensation subrogation is automatic regardless of whether a statutory subrogee is joined as a party in an action by a claimant against a third party. O.R.C. §4123.931(H).
- The statutory subrogation right applies, but is not limited to, amounts recoverable from a claimant's insurer in connection with UM/UIM coverage. O.R.C. §4123.931(I)(1). The Bureau of Workers Compensation can pursue a lien, even if the injured party declines to do so, but would have to prove liability as well as damages.

Continued on page 8

B. Ohio Medicaid Subrogation

- Medicaid is medical expense coverage that is available through the Department of Job and Family Services. The acceptance of such public assistance gives an automatic right of subrogation to the Department of Job and Family Services and a County Department of Job and Family Services against the liability of a third party for the cost of the medical assistance paid on behalf of the public assistance recipient or participant. O.R.C. §5101.58(A).
- No settlement, compromise judgment or award of any recovery in any action or claim by a recipient or participant, where the Departments have a right of recovery, shall be made final without first giving the Department written notice and a reasonable opportunity to perfect their rights of recovery.
- If the Departments are not given the appropriate written notice, the recipient or participant and, if there is one, the recipient's attorney, are liable to reimburse the Departments for the recovery received to the extent of medical payments made by the departments. O.R.C. §5101.58(E).
- The Department shall be permitted to enforce their subrogation rights against a third party even though they accepted prior payments and discharge of their rights if, at the time the Departments received such payments, they were not aware that additional medical expenses had been incurred but had not yet been paid by the Departments.
- The third party becomes liable to the Department of Job and Family Services or County Department of Job and Family Services as soon as the third party is notified in writing of the valid claims for recovery under the Medicaid statutes. O.R.C. §5101.58(F).
- It is incumbent on the welfare recipient to inform the Department of Job and Family Services, and the appropriate county, that he or she is pursuing a third party recovery. O.R.C. §5101.58(C).
- A payment, settlement, compromise, or judgment or award that purports to exclude the cost of medical assistance paid for by the Department of Job and Family Services or a county shall not preclude the Department from enforcing its subrogation rights. O.R.C. §5101.58(A).

C. Federal Medicare Subrogation

- Medicare is the federal program that provides health benefits for the elderly and disabled. Federal regulations grant Medicare subrogation and lien rights superior to any other lien or interest on any settlement or judgment proceedings, including Medicaid.
- These rights apply even though no lien or other notice was sent out and even when the liability insurer and the party's attorneys are not aware that payments have been made by Medicare, if such persons or parties should have been aware of Medicare's interest.
- The United States is subrogated to any right of an individual or others to payment as it respects Medicare benefits. 42 U.S. Code §1395(b)(2)(B)(iii).
- If Medicare is not reimbursed, the third party payer must still reimburse Medicare even though it has already reimbursed the beneficiary or other party. 42 U.S. Code §411.24(I).

VIII. OHIO FAIR CLAIMS PRACTICES ACT

Ohio's Administrative Code, Section 3901-1-54's "Unfair Property/Casualty Claims Settlement Practices" specifies, in pertinent part, the following:

- An insurer shall fully disclose to first party claimants all pertinent benefits, coverages, or other provisions of an insurance contract under which a claim is presented. OAC 3901-1-54(E)(1).
- An insurer shall acknowledge the receipt of a claim within 15 days of receiving notice. OAC 3901-1-54(F)(2).
- An insurer shall respond within 15 days to any communication from the claimant when that communication suggested that a response is appropriate. OAC 3901-1-54(F)(3).
- An insurer shall decide whether to accept or deny a claim within 21 days of the receipt of a properly executed proof of loss. If more time is needed to investigate the claim, the insurer shall notify the claimant, within the 21 day period, and provide an explanation of the need for more time. If an extension of time is needed, the insurer has a continuing obligation to notify the claimant, in writing, at least every 45 days of the status of the investigation and the continued time for the investigation. OAC 3901-1-54(G)(1).
- If the insurer reasonably believes that the claimant has fraudulently caused or contributed to the loss, as represented by a properly executed and documented proof of loss, such information shall be presented to the fraud division of the Ohio Department of Insurance within 60 days of receipt of the proof of loss. OAC 3901-1-54(G)(1).
- No insurer shall deny a claim on the grounds of a specific policy provision, condition or exclusion unless reference to such provision, condition, or exclusion is included in the denial letter. OAC 3901-1-54(G)(2).
- Notice shall be given to claimant at least 60 days before the expiration of any statute of limitation or contractual time limit, where the insurer has not been advised that the claimant is represented by legal counsel. OAC 3901-1-54(G)(5).

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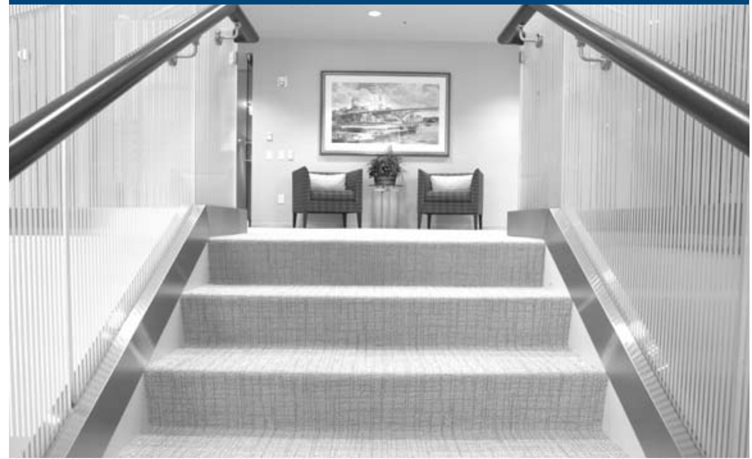

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