

# Siferd & McCluskey LPA

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## Is Full Coverage, Really Full Coverage?

I have lived my life, and I have fought my battles, not against the weak and the poor – anybody can do that – but against in-justice, against oppression; and I have asked no odds from them, and I never shall.

**Clarence Darrow**

### But I Thought I had Full Coverage

You may not have known of the change, but after 2001 your auto insurance policy may have changed to provide less coverage.

This change in insurance policies was made possible by one party control of the Ohio Legislature, the Governor belonging to the same party, and the same party having a majority of members on the Ohio Supreme Court. The legislature passed the law, the governor signed the law and the Ohio Supreme Court will uphold the law.

One change was the coverage provided by underinsured/uninsured motorists coverage. This coverage is supposed to protect you in the event someone with no insurance or minimal insurance (the state minimum is \$12,500) injures you or members of your family.

Assume that you had coverage under your policy for \$100,000 per person per accident. If you were hit as a result of the negligence of an uninsured motorist, then your uninsured motorist coverage would pay for your damages up to \$100,000.

Prior to 2001 the coverage was a household coverage, that is you took it with you, if you were riding in someone

else's car. To take the same example, suppose your teenage child was riding with another teenager and they were hit by an uninsured motorist. Assume that your son's friend had minimal coverage of \$12,500. Prior to 2001 your teenager would still be covered by your policy and have \$100,000 in coverage.

After the changes in 2001 that has changed. Now the insurer is permitted to limit the coverage to "covered vehicles" – that is vehicles named in your insurance policy. Since your teenager was traveling in someone else's vehicle, then no coverage is provided. So no matter how seriously your child was injured, the maximum recovery would be \$12,500.

The problem with this change in the law is that we are not accustomed to ask a person we are riding with what insurance limits they carry. If they have high limits, then we would be protected, but if they have low limits then we are at risk. In our practice we have seen wealthy individuals with low coverages, and average persons with high coverages. In short when you ride with another person, if your policy limits coverage, as now permitted, then you are at risk and you may not know it.

Another change permitted was the intrafamily coverage. This is the coverage provided if a family vehicle is in a wreck.

Once again let's put your teenager behind the wheel with the family in tow and the teenager loses control of the car and members of the family are injured. Prior to 2001 the family could have recovered from the auto policy the medical bills and damages caused by the teenager. After 2001 the family can no longer recover, because of the intrafamily exclusion. As between members of the

family, the insurance no longer provides coverage.

Why do we tell you about this? Because you will not hear about it anywhere else. You will not be told about these changes by your agent or in advertising from the insurance companies. They slipped it in, the news media did not report it and the insurers are now denying those claims.

The good news is that some insurers still provide those coverages. We encourage you to read your insurance policies and determine what is and is not covered. If you do not understand your policy, we will be glad to explain it to you.

Remember "insurance agent" means the agent is an agent of the insurance company. It does not mean the agent is your agent. The agent's legal duty is to the insurer he or she represents. We do not mean to say that insurance agents are dishonest or that they cannot be trusted, but only to remind you that their legal duty is to the insurance company for which they are an agent.

We will be glad to review your policy and advise you of what is and is not covered. If we review your policy, our duty is to you, not the insurance company.

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News from Siferd & McCluskey

This newsletter will inform you of some current legal developments, as well as providing some humor to make your day a little better. We hope that you enjoy it.

## →But I Thought I had Full Coverage

## →Humor – Comments During Colonoscopies

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### Colonoscopies

A physician claimed that the following are actual comments made by his patients while he was performing their colonoscopies:

“Take it easy, Doc. You're boldly going where no man has gone before!”

“Find Amelia Earhart yet?”

“Can you hear me NOW?”

“Are we there yet? Are we there yet? Are we there yet?”

“You know, in Arkansas, we're now legally married.”

“Any sign of the trapped miners, Chief?”

“You put your left hand in, you take your left hand out...”

“Hey! Now I know how a Muppet feels!”

“If your hand doesn't fit, you must quit!”

“Hey Doc, let me know if you find my dignity.”

“You used to be an executive at Enron, didn't you?”

“How far up did you go? I now have a sore throat.”

“Could you write a note for my wife saying that my head is not up there?”