

[Cite as *Good v. Travelers Ins. Group*, 2004-Ohio-532.]

**COURT OF APPEALS  
THIRD APPELLATE DISTRICT  
PUTNAM COUNTY**

**ERIC GOOD**

**CASE NUMBER 12-03-11**

**PLAINTIFF-APPELLANT**

**v.**

**OPINION**

**TRAVELERS INSURANCE GROUP/  
TRAVELERS INDEMNITY COMPANY  
OF ILLINOIS**

**DEFENDANT-APPELLEE**

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**CHARACTER OF PROCEEDINGS: Civil Appeal from Common Pleas  
Court.**

**JUDGMENT: Judgment affirmed.**

**DATE OF JUDGMENT ENTRY: February 9, 2004**

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**ATTORNEYS:**

**DAVID A. BRESSMAN  
Attorney at Law  
Reg. #0047128  
3011 Bethel Road, Suite 103  
Columbus, OH 43220  
For Appellant.**

**SHAWN W. MAESTLE  
Attorney at Law  
Reg. #0063779  
Emily E. Allegretti**

**Attorney at Law  
Reg. #0075444  
2500 Terminal Tower  
50 Public Square  
Cleveland, OH 44113-2241  
For Appellee.**

**SHAW, P.J.**

{¶1} The plaintiff-appellant, Eric Good, appeals the August 1, 2003 judgment of the Common Pleas Court of Putnam County, Ohio, granting summary judgment in favor of the defendant-appellee, Travelers Indemnity Co. of Illinois (“Travelers”).

{¶2} On May 26, 1993, Good was a passenger in a vehicle driven by Jeremiah Wilt that collided with a train. Good suffered various injuries as a result of this collision. At the time of the accident, Good’s father was employed by Campbell Soup Company (“Campbell”). However, Good’s father was not involved in the accident, and neither Good nor Wilt were employed by Campbell. During this same time period, Campbell was covered by a policy of insurance issued by Travelers.

{¶3} Nine years after this accident, Good filed a complaint against Travelers in the Putnam County Common Pleas Court, asserting that he was an insured for purposes of uninsured/underinsured motorist coverage under its policy with Campbell based upon *Scott-Pontzer v. Liberty Mutual Fire Ins. Co.* (1999), 85 Ohio St.3d 660, and *Ezawa v. Yasuda Fire & Marine Ins. Co. of Am.* (1999), 86 Ohio St.3d 557. Travelers filed an answer to this complaint, as well as a

counterclaim for declaratory judgment. Thereafter, Travelers filed a motion for summary judgment. On August 1, 2003, the trial court granted summary judgment in favor of Travelers. This appeal followed.

{¶4} Although Good filed a notice of appeal and brief with this Court, he failed to assert an assignment of error as required by Appellate Rule 16(A)(3). Nevertheless, the substance of Good's brief revolves around the trial court's grant of summary judgment in favor of Travelers, which Good perceives to be an erroneous determination. However, given the recent Ohio Supreme Court decision of *Westfield Ins. Co. v. Galatis*, 100 Ohio St.3d 216, 2003-Ohio-5849, we disagree with Good's position. Even Good, himself, concedes in his brief to this Court that *Galatis*, which was pending before the Supreme Court at the time of the briefing schedule in this matter, would be dispositive of this case once a decision in that case was issued.

{¶5} Since the filing of Good's brief, as well as Travelers' brief in this appeal, the Supreme Court issued a ruling in *Galatis*. See *id.* In *Galatis*, the Supreme Court held as follows:

**Absent specific language to the contrary, a policy of insurance that names a corporation as an insured for uninsured or underinsured motorist coverage covers a loss sustained by an employee of the corporation only if the loss occurs within the course and scope of employment. (*King v. Nationwide Ins. Co.* [1988], 35 Ohio St.3d 208, 519 N.E.2d 1380, applied; *Scott-Pontzer v. Liberty Mut. Fire Ins. Co.* [1999], 85 Ohio St.3d 660, 710 N.E.2d 1116, limited.)**

*Id.* at paragraph two of the syllabus. The Court further held:

**Where a policy of insurance designates a corporation as a named insured, the designation of "family members" of the named insured as other insureds does not extend insurance coverage to a family member of an employee of the corporation, unless that employee is also a named insured. (*Ezawa v. Yasuda Fire & Marine Ins. Co. of Am.* [1999], 86 Ohio St.3d 557, 715 N.E.2d 1142, overruled.)**

Id. at paragraph three of the syllabus. Thus, Good's appeal is without merit.

Furthermore, the cross-assignments of error asserted by Travelers are rendered moot as an appellate court may consider cross-assignments of error *only when necessary to prevent a reversal*. See *Duracote Corp. v. Goodyear Tire & Rubber Co.* (1983), 2 Ohio St.3d 160, 163, citing *Parton v. Weilmann* (1959), 169 Ohio St. 145, 171.

{¶6} For these reasons, the judgment of the Common Pleas Court of Putnam County, Ohio, is affirmed.

Judgment affirmed.

BRYANT and CUPP, JJ., concur.