[Cite as *McDonald v. Williamson*, 2003-Ohio-4801.]
*****Please see Reconsideration at *McDonald v. Williamson*, 2003-Ohio-6606.*****

COURT OF APPEALS OF OHIO, EIGHTH DISTRICT
COUNTY OF CUYAHOGA
No. 81590

JOHN T. MCDONALD,	:	
Plaintiff-Appellant	:	JOURNAL ENTRY
vs.	:	AND
JAMMY L. WILLIAMSON,	:	OPINION
Defendant-Appellee	:	
	:	
DATE OF ANNOUNCEMENT OF DECISION		SEPTEMBER 11, 2003
	:	
	:	
CHARACTER OF PROCEEDING	:	Civil appeal from Common Pleas Court Case No. CV-427843
JUDGMENT	:	REVERSED AND REMANDED
DATE OF JOURNALIZATION	:	

APPEARANCES:

For Plaintiff-Appellant:

THOMAS M. VASVARI
205 Portage Trail
Extension, West
Cuyahoga Falls, Ohio 44223

For Defendant-Appellee:

MARGARET M. GARDNER
Davis & Young
101 Prospect Avenue, West
Suite 1700 Midland Building
Cleveland, Ohio 44115

JON BERK, Pro Hac Vice
Gordon, Muir & Foley
Hartford Square North
10 Columbus Boulevard
Hartford, CT 06106-5123

ANNE L. KILBANE, J.:

{¶1} This is an appeal from an order of Judge Kenneth R. Callahan that granted summary judgment to the Hartford Insurance Company ("Hartford") on John T. McDonald's claim for uninsured motorist ("UM") benefits under a commercial motor vehicle policy Hartford issued to his employer, Entex Information Services, Inc. ("Entex"). Hartford is a Connecticut company; Entex is a Delaware corporation based in New York. McDonald, an Ohio resident who was employed by Entex in Ohio, claims it was error to apply Connecticut law to the interpretation of the policy and to find that Connecticut law would deny him UM coverage. We reverse and remand.

{¶2} In February of 1999, McDonald, driving his own uninsured car in Portage County, Ohio, was injured in a collision with a car driven by Jammy L. Williamson. He sued Williamson, alleging negligent operation; Donyel Williamson, alleging negligent entrustment; and Hartford, the business auto insurance carrier for Entex, on a UM claim pursuant to *Scott-Pontzer v. Liberty Mut. Fire Ins. Co.*[1]

{¶3} Hartford moved for summary judgment, arguing that the policy was not subject to Ohio law because Entex did not own any

[1]85 Ohio St.3d 660, 1999-Ohio-292, 710 N.E.2d 1116.

vehicles registered or principally garaged in Ohio and, therefore, the policy was not "delivered or issued for delivery"[2] in Ohio. McDonald countered that he was entitled to UM coverage under Ohio law, and added that he would also be entitled to UM coverage if Connecticut law applied. Hartford then argued that McDonald would not be entitled to UM coverage under Connecticut law because of a Connecticut statute limiting "stacking" of UM coverage under different policies.

{¶4} The judge granted summary judgment to Hartford after finding that Connecticut law applied and that the policy would not provide UM coverage for McDonald. The judge did not rely on Hartford's arguments but found that, under Connecticut law, McDonald was not entitled to UM coverage as an Entex employee because he was not driving a covered vehicle in the course and scope of his employment. The judge later entered a $400,000 default judgment against the Williamsons and certified the case for appeal under Civ.R. 54(B).[3]

{¶5} McDonald asserts two assignments of error: the first claims the judge erred in applying Connecticut law, and the second claims the judge misapplied that law. We review the grant of summary judgment de novo using the same standard as the trial judge, which requires that we consider the evidence in the light

---

[2]R.C. 3937.18(A).

[3]Apparently in order to preserve John Doe claims.

most favorable to the non-moving party to determine whether a material dispute of fact exists.[4]

I. APPLICATION OF CONNECTICUT LAW

{¶6} Before engaging in any choice of law analysis, a court must first determine whether such analysis is necessary. If the competing states would use the same rule of law or would otherwise reach the same result, there is no need to make a choice of law determination because there is no conflict of law.[5] McDonald claims that he would be entitled to UM coverage under Connecticut or Ohio law because Connecticut has addressed the same ambiguity of definition decided in *Scott-Pontzer* and has reached the same conclusion.

{¶7} In *Ceci v. Natl. Indemn. Co.*,[6] the defendant insurer had issued a policy to a corporate entity owned by a single shareholder. The plaintiff-employee, who was also the brother of the sole shareholder, sought UM coverage as a "family member" of a named insured. The policy, however, did not identify anyone other than the corporation as the named insured, and a lower court found the claimant could not recover because a corporation has no family

---

[4]Civ.R. 56(C); *Stephens v. A-Able Rents Co.* (1995), 101 Ohio App.3d 20, 26, 654 N.E.2d 1315.

[5]*Akro-Plastics v. Drake Indus.* (1996), 115 Ohio App.3d 221, 224, 685 N.E.2d 246, citing 1 Restatement of the Law 2d, Conflict of Laws (1971) 2, Section 1, comment b.

[6](1993), 225 Conn. 165, 622 A.2d 545.

members.[7] The Connecticut Supreme Court, however, rejected this conclusion because such a construction would render the UM endorsement's extension of coverage to "family members" superfluous.[8] The court ruled that the "family member" language rendered the policy ambiguous as to who was insured under the UM endorsement, although it did not specifically find, as the *Scott-Pontzer* court did, that the policy was ambiguous in the definition of the term "you."

{¶8} In *Hansen v. Ohio Cas. Ins. Co.*,[9] the Connecticut Supreme Court extended its reasoning in *Ceci* to reach another UM claim involving a policy issued to a close corporation. In *Hansen*, the plaintiff and her deceased husband were the only shareholders of a corporation named as an insured under the defendant's policy, and UM benefits were claimed under an endorsement that again defined those insured as "you." The endorsement's definition differed from that in *Ceci*, however, because coverage was extended to "family members," only "[i]f you are an individual[.]"[10] The court viewed the case as a "sequel" to *Ceci* and utilized different reasoning because the case did not "solely revolve around family member

---

[7]Id. at 167-168.

[8]Id. at 173-175.

[9](1996), 239 Conn. 537, 687 A.2d 1262.

[10]Id. at 541; cf. *Ceci*, 225 Conn. at 171.

language."[11] Therefore, the court specifically found that the decedent qualified under the policy's definition of "you."[12]

{¶9} The *Hansen* court specifically stated that it could not read the language "if you are an individual," as unambiguous because it would render other policy provisions superfluous.[13] The court thus concluded that "the individual oriented language, combined with the family oriented language," combined to create ambiguity within the policy.[14] *Hansen*'s reasoning is extremely similar, if not identical, to that in *Scott-Pontzer*.

{¶10} In *Agosto v. Aetna Cas. & Sur. Co.*,[15] a companion case to *Hansen*, the court specifically extended *Hansen*'s reasoning to include employees of organizations that were not close corporations.[16] In *Agosto*, the court ruled that the plaintiff's decedent, a Connecticut state employee, was entitled to UM benefits under a policy issued to the state. Although it did not specifically state that the decedent qualified as an insured under the definition of "you," the court stated that he was entitled to

---

[11]*Hansen*, 239 Conn. at 543.

[12]Id. at 547-548.

[13]*Hansen*, 239 Conn. at 547.

[14]Id. at 548.

[15](1996), 239 Conn. 549, 687 A.2d 1267.

[16]Id. at 551-552.

UM coverage based upon its reasoning in *Hansen*.[17] Furthermore, the facts of *Agosto* lead to no other rational conclusion, because it is unlikely the court would have found the decedent entitled to UM benefits as a "family member" of the state.

{¶11} Based on the Connecticut Supreme Court's decisions in *Ceci*, *Hansen*, and *Agosto*, we conclude that Connecticut law would reach the same result as the Ohio Supreme Court reached in *Scott-Pontzer*. Other Connecticut courts have reached the same conclusion. In *Scofield v. AIU Ins. Co.*,[18] a Connecticut judge applied *Ceci*, *Hansen*, and *Agosto* to allow a UM claim by an employee of a pest control company even though the defendant insurer argued that the employee did not qualify as a family member and that Connecticut Supreme Court precedent should be construed as limited to policies issued to closely held corporations. The judge rejected this view, ruling that "the explicit and sweeping holdings" of those cases showed that they were "not limited to their fact patterns."[19] Therefore, our view that Connecticut law is in accord with *Scott-Pontzer* is supported by Connecticut authority interpreting the same precedents.

{¶12} The summary judgment ruling apparently disregarded *Ceci*, *Hansen*, and *Agosto* altogether, as the judge, based upon a

---

[17]Id. at 552.

[18](Mar. 4, 2002), Conn. Super. Ct., Danbury Dist., No. CV000339294S.

[19]Id.

misreading of Connecticut workers' compensation law, found that McDonald would be denied UM coverage because he was not operating a covered vehicle in the course and scope of his employment. All three of the cited Connecticut Supreme Court cases involved such facts, and all three determined that coverage was available. Moreover, Hartford has not sought to uphold the judgment on this ground.

{¶13} Hartford does not attempt to distinguish *Ceci*, *Hansen*, and *Agosto*, but claims that a provision in Connecticut's uninsured motorist statute, Conn.Gen.Stat. 38a-336(d), would prohibit McDonald from seeking UM coverage from Entex because he is entitled only to the UM coverage available under the policy covering the vehicle. Specifically, Hartford refers to language that states:

> **"If any person insured for uninsured and underinsured motorist coverage is an occupant of an owned vehicle, the uninsured and underinsured motorist coverage afforded by the policy covering the vehicle occupied at the time of the accident shall be the only uninsured and underinsured motorist coverage available."**

{¶14} However, Hartford has not provided any authority showing that this provision would be applied in cases where there is no policy providing UM coverage for the "owned vehicle," as all of its cited authority concerns cases in which claimants sought UM

benefits from a second policy even though a primary insurance policy covered the involved vehicle.[20] Conn.Gen.Stat. 38a-1(15) defines "policy" as a "document * * * purporting to be an enforceable contract, which memorializes in writing some or all of the terms of an insurance contract." Under this definition, McDonald's failure to insure his vehicle would not bar his recovery under Conn.Gen.Stat. 38a-336(d) because that section specifically refers to "the policy," and no policy exists under the applicable definition of the term. Moreover, there is no reason to believe that Connecticut law would penalize McDonald for failing to obtain motor vehicle insurance for his Ohio vehicle; Connecticut law, similar to Ohio law, does not require motor vehicle insurance, but "security," which can be provided by other means.[21]

{¶15} Hartford also claims McDonald is not entitled to UM coverage under either Connecticut or Ohio law because he was not operating a vehicle covered under the policy's UM provisions.[22] The Entex policy contains a "covered auto designation" for UM coverage

---

[20]*Timmons v. Am. States Ins. Co.* (June 22, 1998), Conn. Super. Ct., New London Dist., No. 113905; *Fuller v. S. Carolina Farm Bur.* (Dec. 16, 1998), Conn. Super. Ct., New Haven Dist., No. CV 970400737S.

[21]Conn.Gen.Stat. 38a-371.

[22]Hartford's claims in this respect are also premised on the minimum coverage requirements under Connecticut statutes, which have no bearing unless the policy fails to meet those requirements. If the policy exceeds those requirements, there is no need to refer to the minimum standards because we will not lower the policy's protection by assuming, regardless of the language used, that Hartford intended to provide only minimum coverage.

that includes "only those 'autos' you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage." The designation, however, is irrelevant because the UM endorsement applicable to Connecticut law does not limit UM coverage to accidents involving covered autos if the claimant satisfies the definitions of "you" or "a family member." Because *Ceci*, *Hansen* and *Agosto* allow McDonald coverage under these definitions, the Connecticut UM endorsement in the Entex policy provides UM coverage for McDonald regardless of whether he occupies a covered auto, a non-covered auto, a vehicle not satisfying the policy's definition of auto,[23] or no vehicle at all.[24]

{¶16} Because neither the covered auto designation nor Conn.Gen.Stat. 38a-336(d) denies McDonald UM coverage under the Entex policy, he is entitled to coverage under Connecticut law. Therefore, if Ohio law would also allow UM coverage, there is no need to determine which state's law applies. Hartford argues, however, that Ohio law would deny coverage in spite of *Scott-Pontzer*, because: (1) the covered auto designation mentioned above would bar recovery under Ohio law, and; (2) Entex owns no vehicles

---

[23]See, e.g., *Hansen*, 239 Conn. at 540 (decedent operating snowmobile at time of accident). Although not discussed, it is probable that the snowmobile was not a covered vehicle under the policy, and likely that the vehicle did not even meet the policy's definition of "auto."

[24]See, e.g., *Ceci*, 225 Conn. at 166 (claimant injured while a pedestrian).

registered or principally garaged in Ohio, and therefore the policy was not delivered or issued for delivery in Ohio.

{¶17} If a policy covers vehicles registered or principally garaged in this state, there is no further need to question whether the policy was "issued for delivery" in Ohio.[25] Hartford's reliance on the "delivered or issued for delivery" language in R.C. 3937.18 is misplaced because the question is not whether Entex owned a vehicle registered in Ohio, but whether anyone satisfying the definition of "you" owned such a vehicle. The policy's declarations page and Business Auto Coverage Form combine to provide UM coverage to "those 'autos' you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage." If Ohio law applied to this provision, UM coverage would be required because McDonald would qualify under *Scott-Pontzer*'s definition of "you,"[26] the policy would then cover motor vehicles registered in Ohio, and the lack of

---

[25]*Henderson v. Lincoln Natl. Speciality Ins. Co.*, 68 Ohio St.3d 303, 1994-Ohio-100, 626 N.E.2d 657; see, also, *Jocek v. Nationwide Mut. Fire Ins. Co.*, (June 16, 1994), Cuyahoga App. No. 64827 (following Henderson and noting that policies issued for nationwide coverage can be said to have been "issued for delivery" in any state).

[26]Even if one addressed the definition of terms as a preliminary question, Connecticut's definition of the term "you" would be the same as that in *Scott-Pontzer*. See *Hansen v. Ohio Cas. Ins. Co.*, supra.

an express offer and rejection would mandate UM coverage as a matter of law.[27] The second assignment of error is sustained.

II. CHOICE OF LAW DETERMINATION

{¶18} Because both Connecticut and Ohio law would allow UM coverage, there is no need to address the choice-of-law issue at this time, and McDonald's first assignment of error is moot.[28] If, however, one disagrees that McDonald would be entitled to coverage under the statute, the best that can be said is that Connecticut law is inconclusive concerning McDonald's entitlement to UM benefits under the policy. Even if one finds Connecticut law inconclusive, however, that indeterminacy would be a factor weighing against application of Connecticut law when making a choice of law determination.[29]

{¶19} When there is a dispute over which state law governs insurance policy provisions, we apply the choice of law rules for contracts under the Restatement of the Law 2d, Conflict of Laws,

---

[27]*Gyori v. Johnston Coca-Cola Bottling Group, Inc.*, 76 Ohio St.3d 565, 1996-Ohio-358, 669 N.E.2d 824, paragraph one of the syllabus; *Linko v. Indemn. Ins. Co. of N.Am.*, 90 Ohio St.3d 445, 2000-Ohio-92, 739 N.E.2d 338.

[28]App.R. 12(A)(1)(c).

[29]1 Restatement of the Law 2d, Conflict of Laws (1971) 10, Section 6(2)(g).

Sections 187 and 188.[30] Because the insurance policy does not make an express choice of law,[31] section 188 is applicable, and states:

> **"(1) The rights and duties of the parties with respect to an issue in contract are determined by the local law of the state which, with respect to that issue, has the most significant relationship to the transaction and the parties under the principles stated in [section] 6.**
>
> **(2) In the absence of an effective choice of law by the parties (see [section] 187), the contacts to be taken into account in applying the principles of [section] 6 to determine the law applicable to an issue include:**
>
> **(a) the place of contracting,**
> **(b) the place of negotiation of the contract,**
> **(c) the place of performance,**
> **(d) the location of the subject matter of the contract, and**
> **(e) the domicile, residence, nationality, place of incorporation and place of business of the parties.**
>
> **These contacts are to be evaluated according to their relative importance with respect to the particular issue.**
>
> **(3) If the place of negotiating the contract and the place of performance are in the same state, the local law of this state will usually be applied, except as otherwise provided in [sections] 189-199 and 203."[32]**

{¶20} When applying section 188, however, one does not simply tally up the number of contacts existing for each state; instead, the importance of each particular contact must be assessed

---

[30]*Ohayon v. Safeco Ins. Co. of Illinois*, 91 Ohio St.3d 474, 2001-Ohio-100, 747 N.E.2d 206, paragraph two of the syllabus.

[31]See 1 Restatement of the Law 2d, Conflict of Laws (1971) 561, Section 187.

[32]Id. at 575, Section 188.

with reference to the choice of law principles in section 6 and the contact's "relative importance with respect to the particular issue."[33] Section 6 states:

> **"(1) A court, subject to constitutional restrictions, will follow a statutory directive of its own state on choice of law.**
>
> **(2) When there is no such directive, the factors relevant to the choice of the applicable rule of law include**
>
> **(a) the needs of the interstate and international systems,**
> **(b) the relevant policies of the forum,**
> **(c) the relevant policies of other interested states and the relative interests of those states in the determination of the particular issue,**
> **(d) the protection of justified expectations,**
> **(e) the basic policies underlying the particular field of law,**
> **(f) certainty, predictability and uniformity of result, and**
> **(g) ease in the determination and application of the law to be applied."**[34]

{¶21} Because section 6(2)(g) of the Second Restatement includes "ease in the determination and application of the law to be applied" as a choice of law consideration, a perceived indeterminacy in Connecticut law favors the application of Ohio law. Furthermore, McDonald's residence and car registration in Ohio are significant contacts under *Ohayon v. Safeco Ins. Co. of Illinois*, supra, which found that, due to the nature of insurance policies, the "principal location of the insured risk"[35] is a

---

[33]Id., Section 188(2).

[34]Id. at 10, Section 6.

[35]*Ohayon*, 91 Ohio St.3d at 479, quoting 1 Restatement of the

critical consideration in determining the parties' expectations concerning which state's law will apply. The court concluded that this location was the same as the place where the vehicle was registered and principally garaged and that "[t]he principal location of the insured risk described in Section 193 neatly corresponds with one of Section 188's enumerated factors – the location of the subject matter of the contract."[36]

{¶22} *Ohayon*'s focus on the "site of the insured risk" points toward application of Ohio law, and the policy's nationwide coverage defeats the claim that the Connecticut contacts are significant to this case. Hartford's Connecticut residence is insignificant because the policy expressly contemplates the application of several state's laws. Similarly, the negotiation and execution of the policy in Connecticut are insignificant because nothing in the policy's terms indicates that Hartford believed Connecticut law would apply to the policy generally. Where nationwide coverage is provided, the policy's legitimate expectation is that the site of the insured risk is more significant than the insurer's residence or the place of negotiation. When a large insurer issues a policy designed to

---

Law 2d, Conflict of Laws (1971) 610, Section 193.

[36]Id. at 480.

apply nationwide, it has no legitimate expectation that the law of its residence will apply in other states.[37]

{¶23} In *Misseldine v. Progressive Cas. Ins. Co.*,[38] the appellant claimed that Ohio law should apply because it was the place of negotiation and execution of the contract[39] but the court rejected the argument because, based on *Ohayon*, it was more important that the insurance policy was issued for vehicles registered and garaged in Hawaii.[40] Just as Hawaii's legislature intended its UM statute to apply to vehicles registered or principally garaged in its state, R.C. 3937.18 is evidence of Ohio's "overriding public policy interest" in having its law apply to vehicles registered or garaged in this state.[41] Connecticut law reflects the same policy because its automobile insurance statutes also apply only to vehicles registered or principally garaged in that state.[42] Therefore, the location of McDonald and his car[43] are significant factors pointing toward application of Ohio law, and

---

[37]*Jocek v. Nationwide Mut. Fire Ins. Co.*, supra.

[38]Cuyahoga App. No. 81770, 2003-Ohio-1359.

[39]Id. at ¶10.

[40]Id. at ¶47-49.

[41]See *Misseldine*, supra, ¶49.

[42]Conn.Gen.Stat.Ann. 38a-334.

[43]The site of the accident is not part of this analysis; In this case Ohio would still be the site of the insured risk even if the accident had occurred in another state.

Ohio law should be applied if one finds Connecticut law inconclusive. Therefore, the first assignment of error is sustained as an alternative holding.

III. CONCLUSION

{¶24} The parties presented the judge with a choice between applying Ohio law or Connecticut law, and McDonald is entitled to UM coverage under the Entex policy regardless of which state's law is applied. Therefore, no choice-of-law determination is necessary on this issue. However, if one finds a conflict based upon a perceived inconclusiveness in Connecticut law, the Second Restatement's choice of law principles show that Ohio's contacts are more significant than those of Connecticut. Therefore, as between Ohio and Connecticut, Ohio's law should be applied.

Judgment reversed and remanded.

It is ordered that the appellant recover from appellee costs herein taxed.

It is ordered that a special mandate issue out of this court directing the Cuyahoga County Court of Common Pleas 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.

PATRICIA A. BLACKMON, J., CONCURS

MICHAEL J. CORRIGAN, P. J., CONCURS IN PART AND DISSENTS IN PART (SEE SEPARATE CONCURRING AND DISSENTING OPINION)

ANNE L. KILBANE
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).

MICHAEL J. CORRIGAN, P.J., CONCURRING IN PART AND DISSENTING IN PART:

{¶25}Although I agree with the majority that Connecticut law applies, I do not believe that the Connecticut courts would apply the law of that state in a manner consistent with *Scott-Pontzer v. Liberty Mut. Fire Ins. Co.*, 85 Ohio St.3d 660, 1999-Ohio-292. Therefore, I respectfully dissent from the disposition of the case.[1]

[1] In part II of its opinion, the majority engages in a hitherto unknown form of appellate review which it calls "an alternative holding." I am unsure exactly what purpose

{¶26}Despite Connecticut law's seeming similarity with *Scott-Pontzer*, I cannot conclude that the Connecticut Supreme Court would apply the law of that state to provide coverage in a manner consistent with *Scott-Pontzer*. In both *Ceci* and *Hansen*, the Connecticut Supreme Court found ambiguity in the use of family member language, particularly since those seeking coverage were family members of closely-held corporations who believed that their policies covered them as individuals. The ambiguity thus existed because of the family member wording of the definition of an insured.

{¶27}Although the Ohio Supreme Court found a policy ambiguity in *Scott-Pontzer*, it did not do so on the basis of family member language in the policy. It simply found that it made no sense for corporations to insure themselves when the corporate entity could not drive. At least in so far as the *Ceci* and *Hansen* decisions are involved, *Scott-Pontzer* is far-removed.

{¶28}The *Agnosto* decision presents a more difficult comparison. Agnosto worked for the state police -- not a closely-held corporation. Nevertheless, the Connecticut Supreme Court continued to adhere to its finding that the family member language in the policy created an ambiguity, just as that same language created an ambiguity in *Ceci* and *Hansen*. And in a somewhat vague

---

the majority hopes to serve with this "alternative holding," but there can be no doubt that its discussion under that section is dicta.

reference, the Connecticut Supreme Court hinted that contract principles relating to third party beneficiaries had a bearing on its decision, although exactly what bearing it had is not at all clear. A reference to the third party beneficiary's expectations would imply that the police officer believed that he was covered by the state's policy, perhaps in a manner akin to those owners of closely-held companies in *Hansen* and *Ceci*. Supposing that to be the actual basis for the court's decision in *Agnosto* would be consistent with the prior holdings insofar as they could be premised on the claimants' belief that they had been named insureds under the family member language of their respective policies. Moreover, it is consistent with Connecticut precedent that calls for insurance policies to be "construed from the perspective of a reasonable layperson in the position of the purchaser of the policy." *Ceci*, 225 Conn. at 168.

{¶29}This interpretation of *Agnosto* does not help McDonald. Nothing in the record shows that at the time Entex and The Hartford manifested any subjective belief that they would be insuring all of Entex's employees who happened to be driving their own vehicles outside the scope of employment. Nor does McDonald bring to light any facts that would suggest that he had any subjective belief at the time of contracting that he would be covered under the policy. McDonald's position would require us to interpret Connecticut law in a manner that would extend the Connecticut Supreme Court's holdings far beyond their stated basis. And while we are bound to

follow *Scott-Pontzer* as precedent in this state, we should be loathe to extend that aberration of a case to other states until such time as they expressly adopt it as matter of law. I would find that Connecticut law would not provide coverage to McDonald and that the court did not err by granting summary judgment.