[Cite as *Howell v. Howell*, 2002-Ohio-2362.]

IN THE COURT OF APPEALS OF HURON COUNTY

Matthew D. Howell — Court of Appeals No. H-01-049

Appellant — Trial Court No. C96-2090

v.

Melinda R. Pennybaker — **DECISION AND JUDGMENT ENTRY**

Appellee — Decided: May 17, 2002

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Eric R. Weisenburger, for appellant.

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SHERCK., J.

{¶1} This appeal comes to us from a judgment issued by the Huron County Court of Common Pleas. It concerns a child support modification. Because we conclude that the trial court improperly credited appellee for medical insurance expenses, we reverse.

{¶2} Appellant, Matthew D. Howell, and appellee, Melinda R. Pennybaker, are the parents of a child, Reb, born June 1, 1990. Appellant has been ordered to pay child support since December 1995 when paternity was established. In January 1996, appellant was ordered to pay $382.25 per month and both parties were ordered to seek and provide medical insurance for the child. Since that time, the order has been modified to accommodate appellant's income and arrearage amounts.

{¶3} In November 2000, appellee asked the Huron County Child Support Enforcement Agency ("Agency") to review the child support order. Based on appellant's higher income, the agency recommended that appellant's child support be raised to $987 per month. After an administrative review of this recommendation, the obligation was set at $951.34 per month, effective

April 2001. Appellant contested this decision in the juvenile court, which ultimately modified appellant's obligation to $828.04 per month.

{¶4} Appellant now appeals that judgment, setting forth the following two assignments of error:

{¶5} "FIRST ASSIGNMENT OF ERROR

{¶6} "WHETHER THE TRIAL COURT ABUSED ITS DISCRETION AND ERRED AS A MATER OF LAW IN GRANTING AN ALLOWANCE TO APPELLEE OF OVER ONE-HALF OF THE TOTAL COST SHE PAID FOR HEALTH CARE AND DENTAL INSURANCE FOR HER ENTIRE FAMILY AS PART OF APPELLANT'S CHILD SUPPORT CALCULATION.

{¶7} "SECOND ASSIGNMENT OF ERROR

{¶8} "WHETHER THE TRIAL COURT ABUSED ITS DISCRETION AND ERRED AS A MATTER OF LAW IN DETERMINING THAT DENTAL INSURANCE PREMIUMS WERE TO BE INCLUDED IN AN ADJUSTMENT TO INCOME ALLOWED FOR HEALTH CARE INSURANCE."

I.

{¶9} We will consider both of appellant's assignments of error together. Appellant essentially claims that the trial court erred in crediting appellee for the cost of health care and dental insurance on the child support worksheet. We agree.

{¶10} R.C. 3119.73 provides that, in determining the appropriate revision in the amount of child support to be paid, the court shall consider, among other factors, the cost of health insurance that the obligor, the obligee, or both have been ordered to obtain for the child. We are aware that some courts have permitted an offset or credit based upon the difference between the costs of a single person plan and a family plan. See *Helfrich v. Helfrich* (Sept. 17, 1996) Franklin App. No.

95APF12-1599. However, it is our view that unless the cost of such insurance is incurred solely to benefit the child specified in the order, such cost should not be included as a credit against that parent's income. See *Frederick v. Frederick* (Mar. 31, 2000), Portage App. No. 98-P-0071; *Crist v. Crist* (Sept. 29, 1995), Montgomery App. No 14970. Thus, a family policy which costs the same whether the child is included or not would not qualify as an offset, unless that policy would not otherwise be purchased.

{¶11} In this case, nothing in the record shows that appellee's cost for health care and dental insurance is based upon the number of people covered or the sole need to insure Reb. Appellee's husband carries this insurance to provide benefits for himself, appellee, and their child, as well as Reb. Thus, the cost is the same for the family insurance coverage, even if Reb was not included in the policy.

{¶12} Moreover, we also note that appellant's health care insurance company issued insurance cards in Reb's name. Appellant apparently initiated the process to have him covered as well. Therefore, we conclude that the trial court erred by including an offset of the health care and dental insurance coverage against appellee's income.

{¶13} Accordingly, appellant's two assignments of error are well-taken.

{¶14} The judgment of the Huron County Court of Common Pleas, Juvenile Division, is reversed and remanded for proceedings consistent with this decision. Court costs of this appeal are assessed to appellee.

JUDGMENT REVERSED.

James R. Sherck, J. _____
JUDGE

Richard W. Knepper, J. _____

Mark L. Pietrykowski, P.J. JUDGE

CONCUR.

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JUDGE