

OPINIONS OF THE SUPREME COURT OF OHIO

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Aetna Life Ins. Co. et al. v. Hussey et al., Appellees; Lawrence et al., Appellants.

Insurance -- Domestic relations -- Separation agreement of divorce decree mandates insurance coverage and designates purpose for which insurance proceeds are to be used by certain beneficiaries -- Clarification of Supreme Court's opinion of how balance of insurance policy proceeds are to be distributed.

[Cite as Aetna Life Ins. Co. v. Hussey (1992), Ohio St.3d .]

(No. 91-219 -- Submitted June 17, 1992 -- Decided August 12, 1992.)

Appeal from the Court of Appeals for Lake County, No. 89-L-14-084.

On Motion for Clarification.

Cannon, Stern, Aveni & Loiacono Co., L.P.A., and Milton R. Stern, for appellees.

Phillip A. Lawrence & Associates, Roy Schwartz, James T. Flaherty and James C. Wrentmore, for appellants.

Holmes, J. This matter comes before the court by way of the "Appellees' Motion for Rehearing and Issuance of Mandate," seeking clarification of this court's prior opinion herein. Basically, the motion seeks the clarification of how the balance of the insurance policy proceeds over and above the amounts awarded by this court to Kelly Rae Hussey for her education shall be distributed.

Admittedly, there is confusion within the language found in the opinion that "after Kelly has used the proceeds of the insurance for her education, any unused funds will be available to Lawrence in accordance with the terms of Raymond's trust." 63 Ohio St.3d 640, 645, 590 N.E.2d 724, 728. Obviously, other than the constructive trust pronounced by this court for Kelly's education, there is no trust. It should have been stated in the opinion that any balance of the insurance funds remaining after Kelly's education must be distributed to the named beneficiary within the policy, that being Marcia S. Hussey, surviving spouse of Raymond W. Hussey, Jr.

Judgment accordingly.

Moyer, C.J., Sweeney, Douglas, Wright and H. Brown, JJ.,
concur.

Resnick, J., dissents and adheres to her prior dissenting
opinion in *Aetna Life Ins. Co. v. Hussey* (1992), 63 Ohio St.3d
640, 647, 590 N.E.2d 724, 729.