

[Cite as *Carruth v. Erie Ins. Group*, 92 Ohio St.3d 211, 2001-Ohio-171.]

CARRUTH, APPELLANT, v. ERIE INSURANCE GROUP, APPELLEE.

[Cite as *Carruth v. Erie Ins. Group* (2001), 92 Ohio St.3d 211.]

*Insurance — Motor vehicles — Mandatory offering of uninsured and underinsured motorist coverage — Amount available for payment for purpose of setoff — Court of appeals' judgment affirmed on authority of *Littrell v. Wigglesworth* and *Clark v. Scarpelli*.*

(No. 00-1873 — Submitted May 16, 2001 — Decided July 5, 2001.)

APPEAL from the Court of Appeals for Cuyahoga County, No. 77161.

The judgment of the court of appeals is affirmed on the authority of *Littrell v. Wigglesworth* (2001), 91 Ohio St.3d 425, 746 N.E.2d 1077, and *Clark v. Scarpelli* (2001), 91 Ohio St.3d 271, 744 N.E.2d 719.

DOUGLAS, RESNICK, F.E. SWEENEY and PFEIFER, JJ., concur.

MOYER, C.J., COOK and LUNDBERG STRATTON, JJ., concur in judgment.

COOK, J., concurring in judgment. I concur in judgment based on the reasoning set forth in my dissenting opinion in *Littrell v. Wigglesworth* (2001), 91 Ohio St.3d 425, 746 N.E.2d 1077, and in my opinion concurring in part and dissenting in part in *Clark v. Scarpelli* (2001), 91 Ohio St.3d 271, 744 N.E.2d 719.

MOYER, C.J., and LUNDBERG STRATTON, J., concur in the foregoing opinion.

Elk & Elk Co., L.P.A., and Todd O. Rosenberg, for appellant.
