

[Cite as *Kleinsmith v. Allstate Ins. Co.*, 92 Ohio St.3d 218, 2001-Ohio-179.]

**KLEINSMITH ET AL., APPELLANTS, v. ALLSTATE INSURANCE COMPANY,
APPELLEE.**

[Cite as *Kleinsmith v. Allstate Ins. Co. (2001)*, 92 Ohio St.3d 218.]

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. 01-223 — Submitted May 16, 2001 — Decided July 5, 2001.)

APPEAL from the Court of Appeals for Richland County, No. 00CA142.

The discretionary appeal is allowed on Proposition of Law No. II and 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 appellants.

SUPREME COURT OF OHIO

Baran, Piper, Tarkowsky, Fitzgerald & Thies Co., L.P.A., Gregory G. Baran and Kelly L. Badnell, for appellee.
