



# MALPRACTICE ALERT!

## OBLIC

September 2001 • 1650 Lake Shore Drive • Columbus, OH 43216-2708 • 614/488-7924 • Ohio Wats 1-800-227-4111

Ohio Bar Liability Insurance Company

### OBLIC INSURED ATTORNEYS TO RECEIVE FREE CLE BENEFIT

The OBLIC Board of Directors voted to provide a new benefit for OBLIC insured attorneys in conjunction with the OSBA CLE Institute.

Each insured attorney, starting with policies effective September 1, 2001 and thereafter, will receive a coupon good for up to three hours of CLE at any OSBA CLE Institute sponsored CLE program, excluding the OSBA Annual Convention and OSBA District Meetings. If an attorney wishes to enroll in a course exceeding 3 hours, the coupon may be used for \$75.00 off the cost of that course.

This program should give OBLIC insured attorneys flexibility in choosing the time and topic of the CLE program they wish to attend.

The redeemable dates on the coupon will be between the effective date and expiration date of the policy. The coupon must be used between those dates. If a lawyer is added to a policy at any time, that lawyer will receive a coupon. That coupon will expire on the expiration date of the policy. For example, if a lawyer is added two months prior to the expiration date of the policy, that lawyer will receive a coupon which will expire in two months. If a lawyer is removed from a policy, the date of his/her removal shall become the expiration date of that lawyer's coupon, and not the date originally shown on the coupon issued to that lawyer.

At this time, coupons are not transferable from one lawyer to another. Registration for a CLE program must be made directly with the OSBA CLE Institute. Attorneys wishing to use their coupon must submit the original coupon issued to them by OBLIC by mail, or when attending the course.

### Questions and Answers:

**Question:** My current policy expires February 1, 2002. When will I receive my 3-hour CLE coupon?

**Answer:** You will receive a coupon when you renew coverage with OBLIC at the time you purchase a new policy effective February 1, 2002. You will not receive a coupon prior to that time.

\* \* \*

**Question:** Can I return my coupon to OBLIC for cash?

**Answer:** No. The coupon is redeemable only for CLE credit, as described above.

\* \* \* \* \*

**Question:** Assume that I have a coupon, and am nearing its expiration date. Can I use the coupon and register for a CLE course prior to that date, if the CLE course is not until sometime after the "Redeemable to" date shown on the coupon?

**Answer:** No, the course must be completed prior to the "Redeemable to" date shown on the coupon.

\* \* \* \* \*

**Question:** When will I receive my coupon, and additional information regarding its use?

**Answer:** The coupon(s) will be mailed with any new policy with an effective date of September 1, 2001 or thereafter.

## **CIVIL RULE 6(E) POTENTIAL MALPRACTICE TRAP**

Civil Rule 6(E), "Time: Additional time after service by mail," must be viewed with some caution. The Rule provides that:

"Whenever a party has the right or is required to do some act or take some proceedings within a prescribed period after the service of a notice or other paper upon him and the notice or paper is served upon him by mail, three days shall be added to the prescribed period. This subdivision does not apply to responses to service of summons under Rule 4 through Rule 4.6."

Courts have consistently held that if a time deadline to respond to an entry or order is computed from the date of filing with the clerk of courts, then the 3-day additional period of CR 6(E) does not apply, because the time deadline is not computed from the date of service upon the person or party. Some examples of situations include appealing from the filing of an arbitration award, where the deadline to appeal is based upon the filing of the award with the court, and objections to magistrates' decisions under CR 53(E). In such situations, an attorney should not rely upon any "grace period" that appears to be provided by CR 6(E). For additional review, see Martin v. Lesko (1999), 133 O.App 3d 752, and Pulfer v. Pulfer (1996), 110 O.App 3d 90, (discretionary appeal to the Ohio Supreme Court not allowed).

\* \* \* \* \*

The contents of this newsletter are provided for informational purposes only, and should not be construed as providing legal advice.

Copyright 2001 Ohio Bar Liability Insurance Company

\* \* \* \*