

In 2024, Turner sued Liberty and its employee, Charles Bannon, in Ohio state court. He alleged claims for breach of contract and bad faith. He asserted that Liberty breached the policy by “not honoring the full amount” of it. And Liberty acted in bad faith by giving him the “run

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around” when it, among other things, mailed a check to the wrong address, did not treat him like a victim, requested that he provide documentation, and withheld “money for [him] to rebuild his house.”

The defendants removed the case to the district court and moved to dismiss. *See* 28 U.S.C. §§ 1441(a), 1332(a)(1). The district court dismissed Bannon because Turner made no allegations or claims against him. And the court dismissed Turner’s breach-of-contract and bad-faith claims for failure to state a claim because he filed them beyond the policy’s one-year limitations period. *Turner v. Liberty Mut. Ins.*, No. 5:24-cv-01573, 2025 WL 2780605, at *3-5 (N.D. Ohio Sep. 30, 2025).

On appeal, Turner argues only that the district court erred by dismissing his claims against Liberty. He thus abandons any argument that the district court erred in dismissing Bannon. *See Pemberton v. Bell’s Brewery, Inc.*, 150 F.4th 751, 772 (6th Cir. 2025).

We review de novo the district court’s dismissal of Turner’s complaint. *Mattera v. Baffert*, 100 F.4th 734, 739 (6th Cir. 2024). In doing so, we apply state law to questions of contract interpretation. *Westfield Nat’l Ins. v. Quest Pharms., Inc.*, 57 F.4th 558, 561 (6th Cir. 2023). Ohio law interprets an insurance contract according to its ordinary meaning, *Acuity, A Mut. Ins. v. Progressive Specialty Ins.*, 229 N.E.3d 1, 4 (Ohio 2023), and presumes that the policy’s language reflects the parties’ intention, *Acuity v. Masters Pharm., Inc.*, 205 N.E.3d 460, 465 (Ohio 2022).

The district court correctly concluded that the policy’s limitations period barred Turner’s breach-of-contract claim. And we have previously recognized that “a[n Ohio] contract for insurance may lawfully limit the time within which a suit may be commenced on the contract, even though this period is shorter in duration than that of the applicable statute, as long as the limitations period is not unreasonable.” *Klein v. State Farm Fire & Cas.*, 250 F. App’x 150, 155 (6th Cir. 2007); *accord Hounshell v. Am. States Ins. Co.* 424 N.E.2d 311, 313 (Ohio 1981); *see also Arp v. Am. Fam. Ins. Co.*, 932 N.E.2d 968, 973 (Ohio Ct. App. 2010) (“It is well settled that a one-year contractual limitations period for bringing suit pursuant to an insurance contract is lawful and enforceable.”) (subsequent history omitted). The policy required Turner to file a lawsuit “within

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one year after the date of loss.” The fire happened on October 2, 2022. So Turner had until October 2, 2023, to file a lawsuit. Because he waited until 2024 to do so, his claim is time barred.

Turner, acknowledging the one-year limitation, argues that Liberty waived the limitations period because it “continued to investigate, process, and negotiate the claim well past the one-year mark.” But in Ohio, “[t]he process of investigation in determining liability by an insurer does not constitute a waiver by that insurer,” *Thomas v. Allstate Ins. Co.*, 974 F.2d 706, 710 (6th Cir. 1992), even when the investigation concludes after the insurance policy’s one-year time limitation, *see Broadview Savings & Loan Co. v. Buckeye Union Ins. Co.*, 434 N.E.2d 1092, 1094-95 (Ohio 1982) (per curiam); *see also Wash ’N’ Roll, LLC v. Selective Ins. Co. of the Se.*, No. 4:14-CV-02780, 2017 WL 1166125, at *4 (N.D. Ohio Mar. 29, 2017) (collecting authority). And Turner does not argue, nor does the record suggest, that the parties’ contract included a tolling provision listing these activities as grounds to toll the limitations period. *See Heimeshoff v. Hartford Life & Acc. Ins. Co.*, 571 U.S. 99, 115-16 (2013) (observing that where a contractual limitations period applied to a federal employee benefit plan rather than the state’s statute of limitations, any tolling of the limitations period was also governed by the contract). Moreover, Turner did not make the waiver argument below, and we will not consider new arguments raised for the first time on appeal. *See Thomas v. City of Memphis*, 996 F.3d 318, 330 n.4 (6th Cir. 2021).

Turner next challenges the district court’s handling of his bad-faith claim. Ohio recognizes two types of bad-faith claims. *Ransom v. Erie Ins.*, 198 N.E.3d 546, 553 (Ohio Ct. App. 2022). The first type requires the claimant to show that the insurer had no lawful basis to refuse coverage, *id.*, and its success depends on the success of the breach-of-contract claim, *Ballard v. Nationwide Ins.*, 46 N.E.3d 170, 173-74 (Ohio Ct. App. 2015). The second type is independent of the breach-of-contract claim. *Id.* at 174. It requires the claimant to show that the insurer had no reasonable justification for failing to determine whether it had a lawful basis to refuse coverage. *Id.*

The district court construed Turner’s complaint as raising the first type of claim because he disputed the recoverable amount, not the outright denial of a covered claim. And because Turner’s breach-of-contract claim failed, the district court necessarily dismissed his bad-faith

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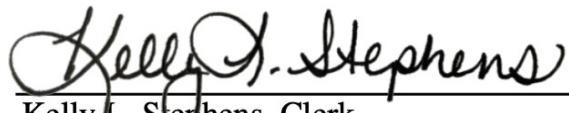
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claim. Turner argues that he raised the second type of claim because Liberty acted in bad faith when it gave him the “run around.”

The district court correctly dismissed Turner’s bad-faith claim. Turner alleged that Liberty delayed in processing his claim and “is holding back money” to which he is entitled. These allegations fall into the first category as a refusal-to-pay claim. *See Harris v. Transamerica Advisors Life Ins.*, 77 N.E.3d 577, 582 (Ohio Ct. App. 2017). Because Turner’s breach-of-contract claim failed, his bad-faith claim also fails. *See Ballard*, 46 N.E.3d at 173-74.

For these reasons, we **AFFIRM** the district court’s judgment.

ENTERED BY ORDER OF THE COURT



Kelly L. Stephens, Clerk

United States Court of Appeals for the Sixth Circuit

U.S. Mail Notice of Docket Activity

The following transaction was filed on 09/01/2026.

Case Name: Jodie Turner v. Liberty Mutual Insurance Company, et al

Case Number: 25-3824

Docket Text:

ORDER filed : We AFFIRM the district court's judgment, pursuant to FRAP 34(a)(2)(C).
Mandate to issue. Decision not for publication. Richard Allen Griffin, Circuit Judge; Helene N.
White, Circuit Judge and Stephanie Dawkins Davis, Circuit Judge.

The following documents(s) are associated with this transaction:

Document Description: Order

Notice will be sent to:

Mr. Jodie Turner
1918 15th Street, S.W.
Akron, OH 44314

A copy of this notice will be issued to:

Mr. Christian Marc Capece
Mr. William M. Harter
Ms. Sandy Opacich