

STATE OF MICHIGAN  
COURT OF APPEALS

RICHARD OTTO ZIEGLER,  
Plaintiff-Appellee,

-v-

No. 85313

DWIGHT WHITNEY GOODRICH,  
Defendant,

and

FARM BUREAU INSURANCE GROUP,  
Defendant-Appellant.

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BEFORE: R.J. Danhof, C.J., and J.H. Shepherd and D.L. Hobson\*,  
JJ.

PER CURIAM

Defendant Farm Bureau Insurance Group appeals by right from a circuit court order granting plaintiff's motion for summary judgment.

On October 7, 1983, plaintiff was injured when the motorcycle he was riding collided with a vehicle driven by defendant Dwight Goodrich. The Goodrich vehicle was uninsured, and plaintiff's vehicle was insured under a policy providing compensation for bodily injury and property damage sustained by other persons and his passengers. Plaintiff filed a claim with defendant Farm Bureau Insurance Group for benefits under the uninsured motorist's provision of a policy of insurance issued by Farm Bureau to plaintiff's mother. Plaintiff lived with his mother and was thereby covered as an insured under her family-protection policy.

Farm Bureau paid medical expenses and necessary services under the no-fault personal injury section of the policy, but denied coverage under the uninsured motorist provision based on the "owned vehicle exclusion". The "owned vehicle exclusion" provided that the policy did not apply "to the

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\*Recorder's Court judge, sitting on the Court of Appeals by assignment.

bodily injury to an insured while occupying an automobile (other than an insured automobile) owned by the named insured or a relative . . . ." Farm Bureau claimed that plaintiff's motorcycle was a motor vehicle that he owned, but was not insured and thus plaintiff could not recover. Based on this denial of coverage, Farm Bureau was added as a defendant in the negligence action already pending between plaintiff and defendant Goodrich as a result of the accident.

Plaintiff moved for summary judgment based on GCR 1963, 117.2(1) and (3) [now MCR 2.116(C)], alleging that the "owned-vehicle exclusion" was invalid and unenforceable. Farm Bureau also moved for summary judgment claiming that the policy did not provide coverage to plaintiff for the accident. The trial court granted plaintiff's motion finding that plaintiff was covered under the policy because a motorcycle was not a "automobile" under the "owned-vehicle exclusion". Defendant Farm Bureau appeals by right from the trial court's grant of summary judgment in favor of plaintiff.

First, defendant argues that the trial court erred in finding that the motorcycle was not an "automobile" within the "owned-vehicle exclusion". We agree and reverse.

The term "automobile" is broadly defined in the policy as a "land motor vehicle" designed to be used principally upon public roads. In addition, in Auto Owners Ins Co v Ellegood, 149 Mich App 673, 677; 386 NW2d 640 (1986), this Court found that in both the ordinary and technical sense the term "motor vehicle" unambiguously includes a motorcycle. In Ellegood, the trial court granted summary judgment in favor of the insurance company on facts remarkably similar to the instant case. Ellegood was injured by a hit-and-run driver while riding his motorcycle. He claimed coverage under his father's uninsured motorist policy. This Court affirmed the trial court's grant of summary judgment in favor of the insurance company, finding that the "owned-vehicle exclusion" applied to Ellegood's motorcycle.

In the instant case, as in Ellegood, we conclude that plaintiff's motorcycle is an "automobile" within the "owned-vehicle exclusion". Further, because the "owned-vehicle exclusion" is clearly and unambiguously stated it is valid and enforceable, and does not violate public policy. See Powers v Detroit Automobile Inter-Ins Exchange, 427 Mich 602, 615-616; 398 NW2d 411 (1986); Detroit Automobile Inter-Ins Exchange v Gavin, 416 Mich 407, 419; 331 NW2d 418 (1982); Zamani v Auto Club Ins Ass'n, 124 Mich App 29; 333 NW2d 373 (1983). Therefore, the trial court erred in granting summary judgment in favor of plaintiff.

The trial court's order granting summary judgment in favor of plaintiff is reversed and the case is remanded to the circuit court for entry of summary disposition in favor of defendant Farm Bureau. No costs. Defendant Farm Bureau's motion for peremptory reversal is denied.

/s/ Robert J. Danhof  
/s/ John H. Shepherd  
/s/ Donald L. Hobson