

STATE OF MICHIGAN  
COURT OF APPEALS

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AVA L. ODUM, Personal Representative  
of the Estate of TERENCE J. ODUM,  
Deceased; AVA L. ODUM, Individually,  
and TERENCE L. ODUM and ISIAH J.  
ODUM,

APR 19 1989

Plaintiffs-Appellants,

v

No. 108259

AUTO OWNERS INSURANCE CO,

Defendant-Appellee.

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Before: Gillis, P.J., and Sullivan and Griffin, JJ.

PER CURIAM.

Plaintiffs appeal by right the Genesee Circuit Court order granting defendant's motion for summary disposition in this declaratory action in which plaintiffs asked the circuit court to determine whether they could "stack" the liability coverage for three automobiles insured under a single multi-vehicle insurance policy issued by defendant Auto Owners Insurance Company. We affirm.

The facts are undisputed. The decedent, Terence Odum, was fatally injured when the automobile in which he was a passenger was struck by an automobile driven by Paul Hall, but owned by Lina Hall. Hall's automobile was insured under a single multi-vehicle insurance policy, as were two other automobiles owned by Hall. The policy limits for each automobile were \$20,000 for any single claim and \$40,000 for multiple claims growing out of a single occurrence. Plaintiffs contended that they be permitted to stack the available coverages in order to recover \$60,000, instead of \$20,000. The trial court disagreed on the basis of the language contained in the insurance policy, as do we.

The following language is found under the definition of "insured" in the insurance policy: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability." (Emphasis added.) Under the "conditions" of the policy, one finds the following language in pertinent part:

"1. APPLICATION OF LIMITS OF LIABILITY. Regardless of the number of . . . automobiles to which this policy applies, the Company's liability shall be limited as provided in Condition 2.

"2. LIMITS OF LIABILITY. The limit of liability expressed in the Declarations with respect to Coverages A and D as applicable to "each person" is the limit of the Company's liability for all damages, including damages for expenses, care and loss of services, arising out of bodily injury to one person in any one occurrence; the limit of such liability expressed in the Declarations as applicable to "each occurrence" is, subject to the above provisions respecting each person, the total limit of the Company's liability for all damages, including damages for expenses, care and loss of services, arising out of bodily injury to two or more persons in any one occurrence. The limit of liability expressed in the Declarations with respect to Coverage B as applicable to "each occurrence" is the total limit of the Company's liability for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence."

We agree with the trial court that the above-cited language is unambiguous. Under similar circumstances, this Court has held that stacking coverage was unambiguously prohibited by the terms of the insurance policy: when the insurance policy clearly indicates that the inclusion of more than one automobile does not affect the limits of liability, the language does not create an ambiguity. See Inman v Hartford Ins Group, 132 Mich App 29, 34; 346 NW2d 885 (1984), lv den 419 Mich 937 (1984), and Citizens Ins Co of America v Tunney, 91 Mich App 223, 228; 283 NW2d 700 (1979). See also Auto Club Ins Ass'n v Lanyon, 142 Mich App 108; 369 NW2d 269 (1985). We continue to do so here.

Affirmed.

/s/ John H. Gillis  
/s/ Joseph B. Sullivan  
/s/ Richard A. Griffin