

STATE OF MICHIGAN
COURT OF APPEALS

WORLDWIDE UNDERWRITERS INSURANCE
COMPANY,

Plaintiff-Appellee,

v

No. 110227

PATRICIA PEAKE, Personal
Representative of the Estate of
WILLIAM C. PEAKE, Deceased,

Defendant-Appellant,

and

LAWRENCE DUTCHER, FREEMAN SAUMIER,
d/b/a M-15 GARAGE, GERALD ADAMS
and BETTY JANE WAGNER,

Defendants.

Before: Michael J. Kelly, P.J., and Sullivan and G.S. Allen,
Jr.,* JJ.

PER CURIAM.

In this declaratory judgment action, defendant-appellant Patricia Peake appeals by right the order granting summary disposition in favor of plaintiff Worldwide Underwriters Insurance Company. Peake's decedent died as the result of a car accident in which one of three cars owned by defendant Lawrence Dutcher but driven by Lawrence's daughter, Gena, struck the car in which defendant-appellant's decedent was riding as a passenger. Lawrence Dutcher's three cars were insured under one insurance policy issued by plaintiff Worldwide. The declarations page describes the three cars, shows the separate premiums for each and states that the bodily injury coverage limit is \$100,000 for each person and \$100,000 per accident. At issue is whether the bodily injury liability coverage for the three cars can be "stacked" to allow for a recovery of \$300,000, instead of a single limit of \$100,000. We hold that it cannot.

*Former Court of Appeals judge, sitting on the Court of Appeals by assignment.

The insurance policy at issue contains both a "Limits of Liability" clause and separability clause. After having carefully considered both parties' arguments and the relevant case law, we opt to follow the holdings of other courts which have considered identical or similar clauses that such language is not ambiguous and that it does not permit multiple coverage. The separability clause simply assures the applicability of the policy to whichever of the insured cars is involved in an accident. Moreover, the limits of liability clause is clear and unambiguous. See, e.g., Hilden v Iowa Nat'l Mutual Ins Co, 365 NW2d 765 (Minn, 1985); Citizens Ins Co of America v Tunney, 91 Mich App 223, 228; 283 NW2d 700 (1979), and Emick v Dairyland Ins Co, 519 F2d 1317 (CA 4, 1975). Therefore, under the terms of the policy, the limit of the bodily injury liability coverage with respect to defendant-appellant's damages is \$100,000.

Affirmed.

/s/ Michael J. Kelly
/s/ Joseph B. Sullivan
/s/ Glenn S. Allen, Jr.