

STATE OF MICHIGAN  
COURT OF APPEALS

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RONALD MARSHALL,

SEP 27 1990

Plaintiff-Appellant,

v

No. 117941

AUTO CLUB INSURANCE ASSOCIATION,

Defendant-Appellee.

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Before: Michael J. Kelly, P.J., and Gillis and Gribbs, JJ.

PER CURIAM.

Plaintiff appeals as of right from the circuit court's order granting defendant's motion for summary disposition. We affirm.

A hit-and-run driver struck plaintiff's motorcycle. Defendant insured plaintiff's wife's automobile and plaintiff sought benefits under the uninsured motorist's provision of defendant's policy. Defendant denied coverage and plaintiff filed a declaratory judgment action, claiming that he was entitled to coverage and demanding that the matter be submitted to arbitration pursuant to the terms of defendant's policy.

Defendant filed a motion for summary disposition, claiming that plaintiff was not entitled to coverage and, in any event, questions of coverage were not subject to arbitration.

Defendant's policy provides:

**DEFINITIONS USED THROUGHOUT THIS POLICY**

Defined words are shown in bold blue type. In each Part, there are additional definitions for that Part only.

**INSURED CAR** means:

**YOUR CAR**, which is the vehicle described on the Declaration Certificate and identified by a specific Vehicle Reference Number . . . .

**PART IV--UNINSURED MOTORISTS INSURANCE COVERAGE**

THE DEFINITIONS FOUND ON PAGE 3 APPLY TO THIS PART AND, IN ADDITION, FOR THIS PART:

**Insured Person(s)** means:

you, if an individual, and a resident relative .

Motor Vehicle means a land motor vehicle or trailer, requiring vehicle registration, but does not mean:  
a vehicle used as a residence or premises;  
a vehicle, whether the accident occurs on or off the highway, which is  
a snowmobile, or  
operated on rails or crawler treads,  
a farm-type tractor, or  
equipment designed for use principally off the highway.

\* \* \*

#### UNINSURED MOTORISTS COVERAGE

Subject to the Definitions, Exclusions, Conditions and Limits of Liability that apply to this Part, we will pay damages for bodily injury which: is caused by accident; and arises out of the ownership, operation, maintenance or use of an uninsured motor vehicle; and results in death, serious impairment of body function or permanent serious disfigurement; and an insured person is legally entitled to recover from the owner or operator of an uninsured motor vehicle.

#### EXCLUSIONS

##### BODILY INJURY NOT COVERED

This coverage does not apply to bodily injury sustained by an insured person:  
while occupying a motor vehicle which is owned by you or a resident relative unless that motor vehicle is YOUR CAR . . . .

\* \* \*

#### ARBITRATION

. . . . Unless otherwise agreed by express written consent of both parties, disagreements concerning insurance coverage . . . are not subject to arbitration . . . .

In this case, plaintiff responded to defendant's motion, arguing that the term "motor vehicle" did not expressly include a motorcycle and noting that the no-fault portion of defendant's policy expressly defined the term "motor vehicle" to exclude motorcycles. Plaintiff also noted while the no-fault act specifically defines motor vehicles to exclude motorcycles, MCL 500.3101(2)(c) and (e); MSA 24.13101(2)(c) and (e), the Motor Vehicle Code specifically defines motor vehicles to include motorcycles, MCL 257.31 and 257.33; MSA 9.1831 and 9.1833. Given these inconsistencies, plaintiff claims that defendant's policy

had to specifically include motorcycles in its definition of motor vehicle for purposes of the exclusion.

We disagree. The fact that the no-fault section of defendant's policy defines the term motor vehicle to exclude motorcycles does not make defendant's policy ambiguous because the definitions contained in the no-fault section are limited to use therein. The exclusion contained in defendant's policy was an other-owned vehicle exclusion which was designed to prevent an insured from purchasing an insurance policy or particular type of insurance coverage with regard to only one vehicle, while leaving the rest of his vehicles uninsured, and receiving coverage for multiple vehicles for the price of one policy. Id. Hence, where plaintiff was not injured in the vehicle described on the Declaration Certificate, he was not entitled to uninsured motorists coverage.

In any event, we believe that plaintiff was not entitled to arbitration because defendant's policy provides that disagreements concerning insurance coverage are not subject to arbitration unless otherwise agreed by express written consent of both parties. Here, defendant did not give express written consent.

Affirmed.

/s/ Michael J. Kelly  
/s/ John H. Gillis  
/s/ Roman S. Gibbs