

STATE OF MICHIGAN
COURT OF APPEALS

JAMES McCLANAGHAN,

April 29, 1991

Plaintiff-Appellant,

v

No. 119602

MICHIGAN MUTUAL INSURANCE COMPANY,

Defendant-Appellee.

Before: Doctoroff, P.J., and Gillis and Reilly, JJ.

PER CURIAM.

Plaintiff commenced this declaratory judgment action seeking a determination that he was entitled to coverage for uninsured motorists benefits under his automobile insurance policy with defendant. The trial court granted defendant's motion for summary disposition pursuant to MCR 2.116(C)(9) and (10). Plaintiff now appeals as of right claiming that defendant's insurance policy is ambiguous and must be construed in favor of coverage. We affirm.

On September 2, 1987, plaintiff was injured in a motor vehicle accident while driving a vehicle owned by his wife, and insured by another company. The driver of the other vehicle was an uninsured motorist. At the time of the accident, plaintiff owned two other vehicles that were insured by defendant. Although his wife's insurance policy contained coverage for uninsured motorists benefits in the amount of \$20,000 per person for bodily injury, plaintiff's policy with defendant contained uninsured motorists coverage in the amount of \$100,000. When plaintiff sought to collect uninsured motorists benefits under his policy with defendant, the claim was denied on the basis of the following owned vehicle exclusion within the subject policy:

We do not provide Uninsured Motorists Coverage for bodily injury sustained by any person:

While occupying, or when struck by, any motor vehicle owned by you or any family member which is not insured for this coverage under this policy.

Owned vehicle exclusions are valid so long as they are clear and unambiguous, employing easily understood terms and plain language. Allen v Auto Club Ins Ass'n, 175 Mich App 206, 209; 437 NW2d 263 (1988); Auto Club Ins Ass'n v Page, 162 Mich App 664, 668; 413 NW2d 472 (1987). In this case, the exclusion is contained in a separate subheading within the uninsured motorists coverage section of the policy and is explicitly labeled. We believe the exclusion is clear and unambiguous. A fair reading of the entire policy plainly leads to one interpretation, that uninsured motorists coverage does not extend to injuries sustained while occupying a car owned by another family member which is not insured for coverage under the subject policy. See Raska v Farm Bureau Mutual Ins Co, 412 Mich 355, 362; 314 NW2d 440 (1986). Because the language is clear and unambiguous, plaintiff could not have had a reasonable expectation of coverage. Accordingly, we conclude that summary disposition was properly granted.

Affirmed.

/s/ Martin M. Doctoroff
/s/ John H. Gillis
/s/ Maureen Pulte Reilly