STATE OF MICHIGAN

COURT OF APPEALS

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Plaintiff-Appellee/
Cross-Appellant,

v

DWAYNE A. PERSICO, VANCE E. NEFF, Personal Representative of the Estate of LEA M. NEFF,

Defendants-Appellants/
Cross-Appellees,

and

VIVIAN L. DORSEY, HENRY DORSEY, and LAURA DORSEY,

Defendants.

May 28, 1992

No. 128762

UNPUBLISHED

Before: Cavanagh, P.J., and Gribbs and G.A. Drain,* JJ.

PER CURIAM.

Defendants, Dwayne Persico and Vance Neff, appeal as of right from two orders of the Oakland Circuit Court in this declaratory judgment action. In the first order, the court granted partial summary disposition to plaintiff, State Farm Mutual Automobile Insurance Company. The court held that coverage was not available under the unambiguous terms of two policies issued by State Farm to Henry and Laura Dorsey covering a 1984 Chevy van and a 1982 Buick Regal. Following a bench trial, the court found that no representations were made by the insurance agent which would estop State Farm from denying coverage under the Buick policy. State Farm has filed a cross-appeal. We affirm.

The Dorseys own three vehicles, the Chevy, Buick, and a 1986 Pontiac 6000. State Farm insured each vehicle under a separate but identical policy. Vivian Dorsey, the Dorseys' daughter was a named driver on the Buick policy.

On December 18, 1986, Vivian was driving the Pontiac when she collided with a car driven by Persico. He was injured and his passenger, Lea Neff, was killed.

State Farm admitted that coverage was available under the Pontiac policy. It filed this declaratory action, seeking a determination that coverage was not available under the Chevy and Buick policies. The court, finding that the terms of the policies unambiguously excluded coverage, granted partial summary disposition. However, there was an issue of material fact regarding whether representations made by the agent could have led Henry Dorsey to believe he would be covered under both the Buick and Pontiac policies. Following a trial, the court found for State Farm.

On appeal, Persico and Neff first claim the court erred in concluding that the terms of the policies were unambiguous.

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

An insurance contract should be read as a whole. Allstate Ins Co v Tomaszewski, 180 Mich App 616, 619; 447 NW2d 849 (1989). The contract is clear if it fairly admits of but one interpretation. Farm Bureau v Stark, 437 Mich 175; 468 NW2d 498 (1991). It is ambiguous if, after reading the entire contract, its language can be reasonably understood in differing ways. Bianchi v Automobile Club of Michigan, 437 Mich 65; 467 NW2d 17 (1991). Owned vehicle exclusion clauses are valid so long as they are clear and unambiguous, employing easily understood terms and plain language. Auto Club Ins Ass'n v Page, 162 Mich App 664; 668; 413 NW2d 472 (1987).

In this case, the policies provided for coverage for bodily injury and property damage "caused by accident resulting from the ownership, maintenance or use of your car. "Your car" is defined as "the car or vehicle described on the declarations page." It is obvious the injuries were not caused by either the Chevy or the Buick.

Liability coverage also extends to a newly acquired car, a temporary substitute car or a non-owned car. Both a temporary substitute and a non-owned car include within their definitions a car not owned by the insured. A newly acquired car must replace the car named in the policy. The Pontiac is owned by the Dorseys and did not replace the Chevy or the Buick.

Moreover, there is a specific which provides that coverage does not apply:

> FOR THE OPERATION, MAINTENANCE OR USE OF ANY VEHICLE:
> a. OWNED BY;
> b. REGISTERED IN THE NAME OF; OR
> c. FURNISHED OR AVAILABLE FOR THE REGULAR USE OF:
> YOU, YOUR SPOUSE or any RELATIVES, This does not apply to your car or a newly acquired car.

This clearly includes the Pontiac. The contract admits of but one interpretation. It is clear and unambiguous. See State Farm Mutual Automobile Ins Co v Koutz, 189 Mich App 535; 473 NW2d 709 (1991). The court did not err in concluding that coverage was not available.

Next appellants claim that the court's finding that State Farm was not estopped from denying coverage was against the great weight of the evidence. They claim the agent represented that the Buick policy would cover Vivian when she was driving a different car.

Mr. Dorsey testified that his main concern was that Vivian be covered no matter which car she was driving at the least expense possible. He did not specifically ask whether she would be covered under more than one policy. There were no representations that she would be covered under more than one policy. The court's findings were not clearly erroneous. MCR 2.613(C). The verdict is not against the great weight of the evidence. Heshelman v Lombardi, 183 Mich App 72, 76; 454 NW2d 603 (1990).

In light of our disposition of these issues, we need not address plaintiff's issue on cross-appeal.

Affirmed.

/s/ Mark J. Cavanagh
/s/ Roman S. Gribbs
/s/ Gershwin A. Drain