STATE OF MICHIGAN

COURT OF APPEALS

MICHAEL J. HAIGHT,

Plaintiff-Appellee,

v

AUTO CLUB INSURANCE ASSOCIATION,

Defendant-Appellant,

and

MARYLYNE ROSEE LEE,

Defendant.

July 26, 1993

No. 140127
LC No. 90 011915 NI

Before: Marilyn Kelly, P.J., and Shepherd and Connor, JJ.

PER CURIAM.

Defendant Automobile Club Insurance Association appeals as of right the order denying its motion for summary disposition under MCR 2.116(C)(10) [no genuine issue of material fact] and granting plaintiff's motion for summary disposition in this declaratory judgment action. We reverse.

This case involves an action to determine the amount of automobile liability coverage available under a policy issued by defendant insurer to Marylyne Rosee Lee. On October 16, 1987, plaintiff Michael J. Haight was struck by a 1978 Lincoln Mark IV owned and operated by Lee and insured by defendant under a multiple vehicle policy. Plaintiff sued Lee for damages, alleging negligence. On August 17, 1989, plaintiff and Lee entered into a consent judgment in the amount of $25,000. The settlement did not preclude plaintiff from litigating the additional coverage in dispute in this case.

On May 10, 1990, plaintiff filed a complaint in this case, alleging that he was entitled to a total of $75,000, which represented $25,000 for each of the three vehicles covered under Lee's multiple vehicle policy issued by defendant. Subsequently, defendant moved for summary disposition under MCR 2.116(C)(10), asserting that the policy in question disallowed "stacking" of coverage. The trial court disagreed, finding that as a matter of law that the total available insurance coverage under the policy is $75,000.

An insurance policy will be enforced according to its terms as long as it is clear, unambiguous and not in contravention of public policy. Group Ins Co v Czopek, 440 Mich 590, 595-596; 489 NW2d 444 (1992).

An insurance policy's language is clear if it fairly admits of but one interpretation. Farm Bureau v Stark, 437 Mich 175, 182; 468 NW2d 498 (1991). Antistacking provisions that are clear and unambiguous are not contrary to public policy. State Farm Ins v Tiedman, 181 Mich App 619, 624; 450 NW2d 13 (1989).

After reviewing the insurance policy, we are convinced that the insurance policy clearly and unambiguously precludes stacking of the limits of liability of the three vehicles covered under the policy.

First, the policy covering the 1979 Lincoln Mark IV contains the following provision:

BODILY INJURY LIABILITY COVERAGE
PROPERTY DAMAGE LIABILITY COVERAGE

NO DUPLICATION OR PYRAMIDING

> Under no circumstances will we be required to pyramid or duplicate any types, amounts or limits of motor vehicle coverages available from us or any other insurance company.

This provision clearly and unambiguously states that under no circumstances will defendant insurer duplicate or pyramid any coverage from a policy written by defendant insurer or by any other insurance company. Because there is no stacking of the limits of liability pertaining to the other vehicles covered under Lee's policy, plaintiff is limited to $25,000, which represents the policy limits on the 1978 Lincoln that was involved in the accident.

Accordingly, we conclude that the trial court erred by granting summary disposition in favor of plaintiff and that summary disposition should have been granted to defendant because the insurance policy precluded liability coverage beyond $25,000.

Reversed.

/s/ John H. Shepherd
/s/ Michael J. Connor

I concur in result only.

/s/ Marilyn Kelly