

STATE OF MICHIGAN
COURT OF APPEALS

CHERYL SLATEN AND CHARLES SLATEN,

Plaintiffs-Appellants,

v

FARM BUREAU MUTUAL INSURANCE
COMPANY OF MICHIGAN,

Defendant-Appellee.

September 2, 1993

No. 152111

LC No. 91-123180 NI

Before: Weaver, P.J., and Murphy and Jansen, JJ.

PER CURIAM.

Plaintiffs appeal as of right from the trial court's April 29, 1992, order for declaratory judgment entered in favor of Defendant. In its oral opinion rendered April 10, 1992, the trial court concluded "that paragraph 4 of the Conditions Section of the Policy precludes stacking." We agree with the trial court.

Paragraph four of the policy of insurance issued by defendant to plaintiffs provides as follows:

Two or More Automobiles -- Parts I, II and III: When two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each, but an automobile and a trailer attached thereto shall be held to be one automobile as respects limits of liability under Part I of this policy, and separate automobiles under Part III of this policy, including any deductible provisions applicable thereto. [Emphasis added.]

In ordering judgment for defendant, the trial court relied on Citizens Ins Co of America v Tunney, 91 Mich App 223; 283 NW2d 700 (1979). In Tunney, this Court construed a provision with language virtually identical to that in the case at bar. Id., p 226. In finding the language to be unambiguous, the Court stated that it "has often been noted in cases from other jurisdictions that language stating that the terms of a policy shall apply separately to each insured vehicle simply makes the policy applicable to whichever automobile is involved in an accident." Id., p 228. When the stated limits of liability are exact and when the policy clearly indicates that the inclusion of more than one automobile does not effect those limits, the language does not create an ambiguity. Id.

In this case, the limits of liability, as stated on the declaration sheet, are exact. Additionally, the declaration sheet provides that the insurance afforded on each vehicle is specifically limited to the coverage limits for which a premium is assessed/paid. We conclude that the trial court did not err in determining that the terms of the policy precluded stacking.

Affirmed.

/s/ Elizabeth A. Weaver
/s/ William B. Murphy
/s/ Kathleen Jansen