STATE OF MICHIGAN

COURT OF APPEALS

JAMES F. SHELIFOE,

Plaintiff-Appellant,

v

STATE FARM AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee.

UNPUBLISHED
June 13, 1994

No. 165174
LC No. 92-002859-CK

Before: MacKenzie, P.J., and Neff and R. L. Olzark,* JJ.

PER CURIAM.

Plaintiff was a passenger in an automobile which was involved in a single vehicle accident. Plaintiff was injured in the collision. Defendant insured the car, but an exclusion to the policy provided that no coverage existed when Tracie Vizina operated the vehicle. Tracie Vizina was operating the vehicle when plaintiff was injured.[1]

Plaintiff sought uninsured motorist benefits under the policy, claiming first that the exclusion violated public policy and then that, read as a whole, the policy is ambiguous regarding exclusion of uninsured motorist coverage and, as a consequence, such coverage should not be excluded. Based on the language of the exclusion endorsement, the court granted defendant's motion for summary disposition. Plaintiff appeals from the order granting summary disposition to defendant as a matter of right and we affirm.

On appeal, plaintiff argues only the ambiguity issue. He urges us to conclude that the language of the declarations page with regard to the driver exclusion when read with the driver exclusion endorsement creates an ambiguity which must be construed against the insurer and in favor of coverage in this case. While we find plaintiff's argument creative, we cannot agree that any ambiguity exists based on our reading of the entire insurance contract. It is well settled that an insurance contract should be read and interpreted as a whole and that exclusions are to be read with the insuring agreement. Fragner v American Community Mutual Ins Co, 199 Mich App 537, 540; 502 NW2d 350 (1993); Hawkeye Security Ins Co v Vector Construction Co, 185 Mich App 369, 383-385; 460 NW2d 329 (1990). We believe that a fair reading of the declarations page and the driver exclusion endorsement can lead to only one conclusion: that because Tracie Vizina was driving the car when plaintiff was injured, there was no uninsured motorist coverage in effect. Under these circumstances, defendant's motion for summary disposition was properly granted. Clevenger v Allstate Ins Co, 443 Mich 646, 654; 505 NW2d 553 (1993).

Affirmed.

/s/ Barbara B. MacKenzie
/s/ Janet T. Neff
/s/ Roland L. Olzark

[1] There is no indication of any claim that Tracie Vizina stole the vehicle or took it without the permission or knowledge of the named insured, her mother. This fact distinguishes this case from McMillan v Auto Club Ins Ass'n, ___ Mich App ___; ___ NW2d ___ (1994), (Docket No. 148573, decided 5-16-94).

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*Circuit judge, sitting on the Court of Appeals by assignment.