STATE OF MICHIGAN

COURT OF APPEALS

CITIZENS INSURANCE COMPANY OF AMERICA,

Plaintiff-Appellee,

v

RONALD DUSSEAU, SANDRA DUSSEAU, and SANDRA DUSSEAU as Personal Representative of the Estate of CHAD DUSSEAU,

Defendants-Appellants.

UNPUBLISHED
August 15, 1995

No. 169284
LC No. 92-228167-CK

Before: O'Connell, P.J., and Wahls and N.O. Holowka,* JJ.

PER CURIAM.

Defendants appeal as of right from the trial court's grant of plaintiff's motion for summary disposition in this insurance case. We affirm.

The decedent, Chad Dusseau (Chad), was killed when the motorcycle he was riding was hit by a "hit and run" motor vehicle. Chad had insured his motorcycle through Midwest Mutual Insurance Company. Midwest Mutual paid benefits to Chad's estate including the full policy limit of $20,000 in uninsured motorist benefits.

At the time of his accident, Chad lived with his parents, defendants Ronald and Sandra Dusseau. Ronald and Sandra had insurance for a pickup truck and an automobile through plaintiff. In a separate policy, plaintiff insured Chad's Ford EXP vehicle.

Defendants made a claim against plaintiff under the uninsured motorist provisions in both Chad's policy and the policy issued to Ronald and Sandra. Plaintiff refused to pay under either policy and filed this claim for declaratory judgment. In ruling on defendants' motion for summary disposition, the trial court ruled that the "other owned vehicle" exclusion in Chad's policy through plaintiff applied, and denied defendants' motion.

Plaintiff filed a counter motion for summary disposition. The trial court ruled that plaintiff's policies did not provide uninsured motorist coverage to defendants, and granted plaintiff's motion. This appeal is limited to defendants' claim under the policy issued by plaintiff to Ronald and Sandra. This Court reviews a trial court's grant of summary disposition de novo on appeal. Mieras v DeBona, 204 Mich App 703, 706; 516 NW2d 154 (1994).

The policy issued by plaintiff to Ronald and Sandra provided the following uninsured motorist coverage:

> We will pay compensatory damages which an "insured" or the "insured's" legal representative is legally entitled to recover from the owner of operator of an "uninsured motor vehicle" because of "bodily injury";

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

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle."

Assuming for the sake of argument only that defendants would be entitled to recovery under this general provision, the "other-owned vehicle exclusion" applied to prevent defendants' recovery. This exclusion provided:

> We do not provide Uninsured Motorist Coverage for "bodily injury" sustained by an insured:
>
> 1. 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.

Here, Chad was defined as an insured under Ronald and Sandra's policy. His bodily injury was sustained while occupying his own vehicle. This vehicle was not insured under Ronald and Sandra's policy. When clear and unambiguous, an owned vehicle exclusion clause is valid and enforceable. Auto-Owners Ins Co v Johnson Estate, 184 Mich App 686, 688; 459 NW2d 7 (1990). Here, the clear and unambiguous terms of the exclusion operate to preclude recovery by defendants. Id.

Defendants contend that the "other owned" vehicle exclusion" does not apply because rather than seeking damages "for" bodily injury, they are seeking damages "because of" bodily injury. We disagree. One dictionary lists the phrase "as a result of" as a definition of the word "for." American Heritage Dictionary of the English Language (Houghton Mifflin Co, 1969) p 512. In another dictionary, the phrases "because of" and "on account of" are listed as definitions of the word "for." Webster's Third New International Dictionary (G & C Merriam Co, 1965) p 886. Here, in distinguishing between the phrase "because of" and the word "for", defendants discovered a distinction without a difference. A court cannot create an ambiguity where none exists. VanDyke v League General Ins Co, 184 Mich App 271, 275; 457 NW2d 141 (1990).

In addition, we disagree with defendants' argument that the "other owned vehicle exclusion" does not apply because Ronald and Sandra were not occupying a motor vehicle when they sustained their damages. Although Ronald, Sandra, and Chad are all potential "insureds" under the policy, the terms of the exclusion require that the same "insured" who sustains the bodily injury can not have been occupying an owned vehicle that is not covered under the policy. Consequently, defendants' contention is without merit.

Our resolution of this issue renders moot defendants' other argument concerning policy limits.

Affirmed.

/s/ Peter D. O'Connell
/s/ Myron H. Wahls
/s/ Nick O. Holowka