

**STATE OF MICHIGAN  
COURT OF APPEALS**

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MICHIGAN MUTUAL INSURANCE COMPANY,

Plaintiff-Appellant,

v

FARMERS INSURANCE EXCHANGE,

Defendant-Appellee.

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UNPUBLISHED  
October 10, 1995

No. 174191  
LC No. 93-0558-CK

Before: Doctoroff, C.J., and Holbrook, Jr., and Corrigan, JJ.

PER CURIAM.

Plaintiff insured a truck in which its insured, Rodney Solloway, was injured. At the time of the accident, Solloway owned at least one personal vehicle insured by defendant. Plaintiff brought this action seeking partial recoupment from defendant for personal injury protection (PIP) benefits paid to Solloway. MCL 500.3114; MSA 24.13114; MCL 500.3115; MSA 24.13115. On motions of both parties, the circuit court granted summary disposition in favor of defendant, finding that plaintiff had specifically contracted to be Solloway's primary insurer for PIP benefits. MCR 2.116(C)(10). Plaintiff appeals as of right and we affirm.

Plaintiff issued Solloway a "Truckers Policy," composed of a "Truckers Coverage Form" with separate sections setting forth the policy's declarations, definitions, specific coverage forms for liability, trailer interchange, and physical damage, twelve endorsements, most of which constituted Michigan-specific endorsements (e.g., Michigan uninsured motorists coverage, Michigan personal injury protection coverage, and Michigan property protection coverage), common policy conditions, and truckers conditions. The "Common Policy Conditions" expressly applied to "All Coverage Parts included in this policy," and Section V of the policy, entitled "Truckers Conditions," indicated that its "conditions apply in addition to the Common Policy Conditions." Consequently, "Truckers Conditions" applied to all coverage parts of the policy.

At issue in this matter is § V(B)(5) of the "Truckers Conditions," which provided, in pertinent part:

5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS

- a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you. . . . This Coverage Form's Liability Coverage is excess . . . for any covered "auto" while hired or borrowed from you by another "trucker". . . .
- b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

- c. Except as provided in paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

The trial court found that the primary coverage clause in § V(B)(5)(c) was not modified by the PIP endorsement; therefore, plaintiff was Solloway's primary insurer for PIP benefits under the no-fault act. Thus, the court granted summary disposition in favor of defendant.

An insurance contract should be read as a whole and meaning given to all terms. Auto-Owners Ins Co v Churchman, 440 Mich 560, 566; 489 NW2d 431 (1992). Form provisions and endorsements are to be read together; however, if there is a conflict between their terms, the terms of the endorsement prevail. Hawkeye-Security Ins Co v Vector Construction Co, 185 Mich App 369, 380; 460 NW2d 329 (1990). A no-fault insurer can contract for primary coverage status if the primary coverage clause does not conflict with any policy of the no-fault act. Doss v Citizens Ins Co, 146 Mich App 510, 512-514; 381 NW2d 409 (1985).

Plaintiff argues that the trial court erred in interpreting the plain language of the insurance contract. Plaintiff argues that § V(B)(5)(c) provided primary coverage only for "this Coverage Form," which it interprets as the liability coverage form. We find this strained interpretation to be untenable. First, we read the "Coverage Form" in § V(B)(5)(c) as unambiguously indicating the "Truckers Coverage Form" as a whole, not any one individual, unidentified part or section. Second, as noted above, "Truckers Conditions" expressly applied to all coverage parts of the policy, not just the liability coverage form. Finally, as the trial court noted, the Michigan PIP endorsement expressly stated that its provisions modified insurance provided under the "Truckers Coverage Form," yet none of the specific changes or additions in policy "conditions," set forth in the PIP endorsement, modified the primary coverage clause in § V(B)(5)(c) of the truckers coverage form. Accordingly, because plaintiff expressly contracted to be Solloway's primary insurer for no-fault PIP benefits, we need not look to § 3114 or § 3115 of the no-fault act to determine priority among insurers in this case. Doss, supra.

Affirmed.

/s/ Martin M. Doctoroff  
/s/ Donald E. Holbrook, Jr.  
/s/ Maura D. Corrigan