# STATE OF MICHIGAN

# COURT OF APPEALS

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ALICE JO MORALES, as Guardian of ANTONIO MORALES, a/k/a ANTHONY MORALES, a legally incapacitated person,

Plaintiff-Appellant,

v

AUTO-OWNERS INSURANCE COMPANY, a Michigan corporation,

Defendant-Appellee.

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UNPUBLISHED
September 3, 1996

No. 178479
LC No. 92-002882-NF

Before: White, P.J., and Sawyer and R.M. Pajtas,* JJ.

PER CURIAM.

Plaintiff appeals an order granting summary disposition to defendant. We affirm.

This case arises out of an automobile accident in which Anthony Morales was injured. The Morales' insurance policy with defendant had expired six days before the accident. Defendant claims that the insurance policy was not renewed because Antonio Morales had a poor driving record. Plaintiff argues that defendant never mailed a notice of renewal, as required under the policy. The trial court granted defendant's motion for summary disposition, pursuant to MCR 2.116(C)(10), because the court found that under the policy, defendant was not required to give plaintiffs notice of nonrenewal because they had not complied with their payment obligations. We agree.

Plaintiff raises several issues, one of which we find to be dispositive of this case. The trial court found, after a review of the contract in question, that defendant was not required to provide notice to plaintiffs. It relied on the policy, which stated:

> . . . provided that, notwithstanding the failure of the Company to comply with the foregoing provisions of this paragraph, this policy shall terminate on such expiration date, if

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

* * *

> (2) the named insured has failed to discharge when due any of his obligations in connection with the payment of premium for this policy, or any installment thereof, whether payable directly to the Company or his agent or indirectly under any premium finance plan.

The trial court went on to find that plaintiffs had failed to make timely payments and, therefore, defendant could refuse to renew plaintiffs' insurance contract without providing written notice. We agree.

Plaintiff does not argue that this clause is inapplicable or that plaintiffs discharged their payment obligations when due; rather, plaintiff argues that defendant in this case is estopped from enforcing it, and that as a matter of public policy it should not be enforced. We disagree. The general rule is that an insurance policy is a contract and the courts should give it the ordinary and plain meaning. *O'Neill v ACIA*, 175 Mich App 384, 387; 438 NW2d 288 (1989). Furthermore, defendant made no representations, either expressed or implied, to plaintiffs that the provision of the contract which indicated that notice of nonrenewal of the policy was not required if the insureds did not make payments on time would not be enforced. We therefore conclude that the trial court did not err in granting summary disposition to defendant.

Affirmed. Defendant may tax costs.

/s/ David H. Sawyer
/s/ Richard M. Pajtas