

STATE OF MICHIGAN
COURT OF APPEALS

PROGRESSIVE MICHIGAN INSURANCE
COMPANY,

UNPUBLISHED
March 5, 2002

Plaintiff-Appellee,

v

No. 228666
Eaton Circuit Court
LC No. 99-001559-CK

NATHAN KARPINSKI, Personal Representative
of the Estate of MARK OWEN KARPINSKI,
Deceased, and AMBER GRIGLIO, Personal
Representative of the Estate of LINDA
CHARMAINE KARPINSKI, Deceased,

Defendants-Appellants.

Before: Bandstra, P.J., and Murphy and Murray, JJ.

PER CURIAM.

Defendants appeal as of right the order granting plaintiff's motion for summary disposition in this declaratory judgment action concerning uninsured motorist benefits. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Defendants' decedents were killed in a traffic accident while riding a motorcycle. Defendants sought uninsured motorist benefits from plaintiff under an insurance policy issued to decedents covering a van and an automobile. A separate policy covering the motorcycle is not at issue. Plaintiff denied benefits under an owned vehicle exclusion.

The general definitions portion of the insurance policy provides:

Except as otherwise defined in this policy terms appearing in boldface will have the following meaning:

* * *

14. **“Vehicle”** means a land motor vehicle:

- a. of the private passenger, pickup body, or sedan delivery type;
- b. designed for operation principally upon public roads;

c. with at least four (4) wheels; and

d. with a gross vehicle weight of 10,000 pounds or less.

In Part III, the Uninsured/Underinsured Motorist Coverage portion of the policy, the policy exclusions provide:

Coverage under this Part III is not provided for **bodily injury** sustained by any person while using or **occupying**:

* * *

4. a vehicle **owned by you** or a **relative**, other than a **covered vehicle**.

The terms of an insurance policy are given their commonly used meanings, in context, unless clearly defined in the policy. *Henderson v State Farm Fire & Casualty Co*, 460 Mich 348, 354; 596 NW2d 190 (1999). Ambiguities in an insurance contract are to be construed against the insurer, who is the drafter of the contract. *State Farm Mutual Automobile Ins Co v Enterprise Leasing Co*, 452 Mich 25, 38; 549 NW2d 345 (1996). An insurance contract is ambiguous if, after reading the entire contract, its language can be reasonably understood in differing ways. *Bianchi v Automobile Club of Michigan*, 437 Mich 65, 70; 467 NW2d 17 (1991). Exclusionary clauses are to be strictly construed in favor of the insured. *Auto-Owners Ins Co v Churchman*, 440 Mich 560, 567; 489 NW2d 431 (1992).

Defendants rely on this Court's decision in *Wert v Citizens Ins Co of America*, 241 Mich App 313; 615 NW2d 779 (2000), for the proposition that the use of different meanings for the term vehicle in different contexts of the policy creates an ambiguity that should be construed against the insurer, allowing for coverage. However, the Supreme Court peremptorily reversed this Court's decision. *Wert v Citizens Ins Co of America*, 463 Mich 927; 620 NW2d 309 (2000).

Here, the policy exclusion applies to other vehicles owned by the policyholder. The term vehicle is not in bold face type in the exclusion, thus the general policy definition does not apply. A motorcycle is considered a motor vehicle in the common sense and dictionary sense of the term. *Bianchi, supra*, 71. The trial court properly granted summary disposition to plaintiff.

We affirm.

/s/ Richard A. Bandstra
/s/ William B. Murphy
/s/ Christopher M. Murray