

STATE OF MICHIGAN
COURT OF APPEALS

TINA M. COATS,

Plaintiff-Appellant,

v

BLUE CROSS & BLUE SHIELD OF MICHIGAN,

Defendant-Appellee.

UNPUBLISHED

June 24, 1997

No. 192415

Monroe Circuit Court

LC No. 95-003336 NF

Before: Gage, P.J., and Reilly and Hoekstra, JJ.

MEMORANDUM.

Plaintiff appeals as of right from the summary dismissal of her breach of contract action under MCR 2.116(C)(10), following a determination by the trial court that plaintiff was not an “eligible” child for purposes of coverage by her former step-father’s health care insurance. We affirm. This case is being decided without oral argument pursuant to MCR 2.714(E).

The provisions of the insurance contract fairly admit of but one interpretation. *Farm Bureau Mutual Ins Co of Michigan v Stark*, 437 Mich 175, 182; 468 NW2d 498 (1991). Reading the insurance contract as a whole and according the contractual language its plain and ordinary meaning, the contract provides that a child of an insured’s spouse remains eligible for coverage past the age of 25 years if the child is totally and permanently disabled before the age of 25 years and otherwise eligible under the contract. *Royce v Citizens Ins Co*, 219 Mich App 537, 542; 557 NW2d 144 (1996). Upon the divorce of plaintiff’s mother and step-father, plaintiff was no longer a child of the insured’s spouse and, therefore, became ineligible for coverage under the contract. Additionally, the contract further provides that an eligible child otherwise becomes ineligible upon the termination of the dependent relationship with the insured. The record establishes that the dependent relationship between plaintiff and her step-father terminated upon the divorce of plaintiff’s mother and step-father. Absent this dependent relationship, plaintiff is no longer an eligible child within the meaning of the insurance contract. Summary disposition in favor of defendant was proper. *Royce*, *supra* at 541-542.

Affirmed.

/s/ Hilda R. Gage
/s/ Maureen Pulte Reilly
/s/ Joel P. Hoekstra