STATE OF MICHIGAN

COURT OF APPEALS

JULIE REDDY, Personal Representative of the Estate of GARRY LEE DEAN, Deceased, NANCY JO DEAN, JODY DEAN, JAMES HEIN and LUCINDA HEIN,

Plaintiffs-Appellants,

v

CITIZENS INSURANCE COMPANY,

Defendant-Appellee.

UNPUBLISHED
September 19, 1997

No. 197161
Eaton Circuit Court
LC No. 95-000706-CK

Before: Sawyer, P.J., and Hood and Hoekstra, JJ.

PER CURIAM.

Plaintiffs appeal as of right from an order granting summary disposition to defendant pursuant to MCR 2.116(C)(10) on the basis that there was no genuine issue of material fact regarding whether defendant's insurance policy provided coverage for the vehicle whose driver allegedly caused plaintiffs' injuries.[1] We affirm.

Plaintiff Reddy's decedent and the other Dean plaintiffs were involved in an automobile accident with a vehicle driven by David Rosencrants. At the time of the accident, Rosencrants and his wife did not have insurance for their vehicle. James and Lucinda Hein, however, had cosigned for the vehicle and their names were on the certificate of title. The Heins owned two other automobiles that they insured with defendant, but the vehicle driven by Rosencrants was not listed on their policy. In the underlying negligence action arising out of the accident, *Reddy v Clark*, Ingham Circuit Docket No. 90-276-NI, defendant refused to defend the Heins on the ground that the vehicle involved was not covered by their policy. A consent judgment between plaintiffs and the Heins was entered and the Heins assigned their right of action against defendant to plaintiffs. Thereafter, plaintiffs instituted this suit and argued that the policy was vague and ambiguous with regard to coverage for this vehicle and that the policy contained definitions for "owned automobile" and "additional automobile" that were inconsistent with their commonplace meanings and buried in the contract. The trial court determined that the policy was unambiguous and that it did not provide coverage.

Plaintiffs argue that the trial court erred in granting summary disposition because there was a genuine issue of material fact with regard to coverage for the vehicle driven by Rosencrants. We disagree. The policy contained specific definitions of the terms "owned automobile" and "additional automobile." Plaintiffs do not argue that the vehicle in question satisfies either of these definitions or that they are unclear; rather, they argue that the definitions are inconsistent with the commonplace interpretation of these terms. The insurance contract, however, must be interpreted as a whole and meaning should be given to all provisions, *Auto-Owners Ins Co v Churchman*, 440 Mich 560, 566; 489 NW2d 431 (1992), including the definitions of terms. The existence of definitions will not be ignored so that a plaintiff can manufacture ambiguity where none exists. See *Id*. at 567. While exclusions may be invalid if buried in a contract, *Fragner v American Community Mutual Ins Co*, 199 Mich App 537, 540; 502 NW2d 530 (1993), a definition cannot be overlooked when it is contained in the definitions section of the policy. Even if plaintiffs' claims that the definitions at issue were difficult to locate was accurate, an unambiguous policy will be enforced as written, even if it is "inartfully worded" or "clumsily arranged." *Bianchi v Automobile Club of Michigan*, 437 Mich 65, 70; 467 NW2d 17 (1991). Further, there is no evidence in this case that a policyholder would have had a reasonable expectation of coverage after reading the entire contract. See *Fire Ins Exchange v Diehl*, 450 Mich 678, 687; 545 NW2d 602 (1996). In fact, the actual policyholders in this case, the Heins, did not believe that the policy covered the vehicle in question.

Affirmed.

/s/ David H. Sawyer
/s/ Harold Hood
/s/ Joel P. Hoekstra

[1] The term "plaintiffs" refers only to Julie Reddy and the Deans. Although James and Lucinda Hein were also designated as plaintiffs in the caption in the trial court, they are more accurately described as subrogors.