

STATE OF MICHIGAN  
COURT OF APPEALS

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FREMONT MUTUAL INSURANCE COMPANY,

Plaintiff-Appellee,

v

DEAN NAFFZIEGER,

Defendant,

and

CHERYL VALADEZ, Personal Representative  
of the Estate of RICHARD MILLER,

Defendant-Appellant.

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UNPUBLISHED

October 9, 1998

No. 203073

Ionia Circuit Court

LC No. 96-017558 CK

Before: Cavanagh, P.J., and Murphy and White, JJ.

PER CURIAM.

Defendant Cheryl Valadez, as personal representative of the estate of Richard Miller, appeals as of right from the trial court order granting plaintiff Fremont Mutual Insurance Company's motion for summary disposition pursuant to MCR 2.116(C)(10). We reverse.

Plaintiff had issued a policy to Hendricks denying coverage to "residents of your household who are . . . persons under the age of 21 and in the care of any person named above." Evidence presented to the trial court indicated that Miller spent the majority of his time at Hendricks' house, although he had a bed and clothing at the Valadez home and occasionally stayed there. There was no evidence that Miller changed his legal residence to Hendricks' house. The trial court found that Miller was a "resident" of Linda Hendricks' household and "in the care of" Hendricks.

After the circuit court's ruling on the motion, this Court decided *Vanguard Ins Co v Racine*, 224 Mich App 229; 568 NW2d 156 (1997), which is controlling. Applying *Vanguard*, we conclude that the trial court erred. The general rule is that, unless the language of an insurance policy

unambiguously so requires, a policy should not be construed to defeat coverage. *Id.* at 232. The term “residents” in plaintiff’s policy presents an ambiguity under the facts of the case. Cf. *id.* at 233-234. Accordingly, the trial court erred in granting plaintiff’s motion for summary disposition.

Reversed.

/s/ Mark J. Cavanagh  
/s/ William B. Murphy  
/s/ Helene N. White