

NOT RECOMMENDED FOR FULL-TEXT PUBLICATION

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No. 07-4112

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

DALE GILLIS and DIANE GILLIS,)	
)	
Plaintiffs-Appellants,)	
)	
v.)	ON APPEAL FROM THE UNITED
)	STATES DISTRICT COURT FOR THE
HARTFORD INSURANCE,)	SOUTHERN DISTRICT OF OHIO
)	
Defendant-Appellee.)	

Before: MERRITT, MOORE, and ROGERS, Circuit Judges.

Rogers, Circuit Judge. The plaintiffs appeal the district court's grant of summary judgment in favor of the defendant insurance company in this insurance coverage dispute. The plaintiffs, who were harmed by an accident involving an uninsured motorist, claim that their automobile insurance contract with the defendant entitled them to receive uninsured motorist benefits. The defendant, however, argues that the plaintiffs' insurance contract did not include such coverage. The parties have primarily focused on the language of the insurance application rather than on the issued policy. It is impossible to determine which party presents the correct interpretation of the insurance policy because the plaintiffs failed to put the actual contract of insurance into the record.

The record does contain information regarding the content of the contract, in the form of a company printout of a response to a computer inquiry, along with copies of endorsements. The body

No. 07-4112

Gillis v. Hartford Insurance

of this printout, apart from the endorsements, contains codes and numbers but not a single sentence.

To the extent that this printout could actually be considered the contract, we cannot construe it to include uninsured motorist coverage.

For the foregoing reasons, the judgment of the district court is AFFIRMED.