STATE OF MICHIGAN

COURT OF APPEALS

MICHAEL DEWALD and SALLY DEWALD,

Plaintiffs-Appellants-Cross-Appellees,

v

FREMONT MUTUAL INSURANCE COMPANY,

Defendant-Appellee-Cross-Appellant.

UNPUBLISHED
November 30, 2001

No. 224862
Muskegon Circuit Court
LC No. 99-039673-CK

Before: Holbrook, Jr., P.J., and Cavanagh and Meter, JJ.

PER CURIAM.

In this case involving an insurance coverage dispute, plaintiffs appeal by right from the trial court's order granting summary disposition to defendant under MCR 2.116(C)(10). We affirm.

Plaintiffs entered into a land contract to sell a house to Donald and Jacklyn McMillan. The McMillans obtained insurance on the house through defendant. The policy listed the coverage period as April 15, 1992, through April 15, 1995. At some point, the McMillans ceased paying the insurance premiums, and, according to defendant, the actual last day of coverage was May 13, 1994. Meanwhile, the McMillans also defaulted on their land contract with plaintiffs.

In 1998, a fire destroyed the house. After defendant refused to pay the insurance proceeds to plaintiffs, they filed suit. Defendant then moved for summary disposition, arguing, inter alia, that plaintiffs were not entitled to the insurance proceeds because the insurance policy had expired by its own terms before the date of the fire. The trial court agreed.

We review de novo a trial court's decision to grant summary disposition. *Nesbitt v American Community Mutual Ins Co*, 236 Mich App 215, 219; 600 NW2d 427 (1999). We examine all relevant documentary evidence in the light most favorable to the nonmoving party and determine whether there exists a genuine issue of material fact on which reasonable minds could differ. *Id.* at 219-220.

On appeal, plaintiffs contend that they were entitled to the insurance proceeds because they never received a notice of cancellation of the policy and because the policy stated in Section IX:

> This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

We disagree with plaintiffs' contention. Indeed, the contract explicitly stated that it expired on April 15, 1995, and "[t]he acceptance of appellants' claim would result, in effect, in creation of liability following the expiration of the policy as written, and would from a practical standpoint be the equivalent of creating a new contract between the parties." *Munro v Boston Ins Co*, 370 Mich 604, 612; 122 NW2d 654 (1963). As noted in *Auto-Owners Ins Co v Churchman*, 440 Mich 560, 566; 489 NW2d 431 (1992), insurance policies should be read as a whole and meaning should be given to all terms. "Conflicts between clauses should be harmonized, and a contract should not be interpreted so as to render it unreasonable." *South Macomb Disposal Authority v American Ins Co (On Remand)*, 225 Mich App 635, 653; 572 NW2d 686 (1997). Using these rules of construction, we conclude that the paragraph plaintiffs cite from Section IX of the policy applied *if defendant canceled the policy before the expiration date*. The expiration date of April 15, 1995, which was clearly stated in the policy, remained in effect without regard to the issue of any cancellation notices. See generally *Munro, supra* at 612. No error occurred.

In light of our resolution of plaintiffs' appeal, we need not address the issue raised by defendant on cross appeal.

Affirmed.

/s/ Donald E. Holbrook, Jr.
/s/ Mark J. Cavanagh
/s/ Patrick M. Meter