

STATE OF MICHIGAN
COURT OF APPEALS

MICHIGAN BASIC PROPERTY INSURANCE
ASSOCIATION,

UNPUBLISHED
February 22, 2002

Plaintiff/Counter
Defendant-Appellant,

v

No. 227812
Grand Traverse Circuit Court
LC No. 99-018935-CK

MICHAEL CROUCH and DAWN CROUCH,

Defendants-Appellees,

and

KEITH KAMPSCHROEDER and SHARON
KAMPSCHROEDER, Individually and as Next
Friends of JAMIE KAMPSCHROEDER, a Minor,

Defendants/Counter
Plaintiffs-Appellees.

Before: Smolenski, P.J., and Doctoroff and Owens, JJ.

MEMORANDUM.

Plaintiff appeals as of right the order granting summary disposition to defendants in this insurance coverage dispute. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff issued a homeowner's insurance policy to the Crouch defendants that provided personal liability coverage. The coverage excluded injuries arising out of the entrustment of a motor vehicle to any other person, with an exception for recreational off-road vehicles operated on an insured location. Jamie Kampschroeder was injured while operating an all-terrain vehicle owned by the Crouches, and her parents brought a negligence action against them. Plaintiff brought this action seeking a declaratory judgment that there was no coverage because the accident did not occur on an insured location.

Policy language creating exclusions from coverage are to be strictly construed against the insurer. *Farm Bureau Mutual Ins Co of Michigan v Moore*, 190 Mich App 115, 118; 475 NW2d 375 (1991). The insurance contract must be read as a whole, with language given its ordinary

and plain meaning. *Id.* If the language can be interpreted in different ways—one providing and the other excluding coverage—the ambiguity is to be liberally construed against the insurer. *Id.*

The policy definition of insured location provides:

4. “Insured location” means:

- a. The residence premises;
- b. The part of other premises, other structure and grounds used by you as a residence...

* * *

- c. Any premises used by you in connection with a premises in 4a or 4b above;

The policy language is patently ambiguous. A connection with the premises can span a range of associations. Where defendants repeatedly made use of the neighboring property, a reasonable person could conclude that those premises were used in connection with the insured’s property. Construing the exclusion against the drafter, defendants were entitled to coverage.

Affirmed.

/s/ Michael R. Smolenski

/s/ Martin M. Doctoroff

/s/ Donald S. Owens