STATE OF MICHIGAN

COURT OF APPEALS

MACHINEX EQUIPMENT COMPANY

Plaintiff-Appellant,

v

ITT HARTFORD INSURANCE COMPANY and TWIN CITY FIRE INSURANCE COMPANY,

Defendant-Appellees.

UNPUBLISHED
June 28, 1996

No. 177780
LC No. 93-330836-CK

Before: Wahls, P.J., and Young and Beach,* JJ.

PER CURIAM.

Plaintiff appeals as of right from the trial court's order granting summary disposition in favor of defendants on plaintiff's claim for insurance coverage. We affirm.

Plaintiff is in the business of selling dry-cleaning equipment, manufactured by others, to dry-cleaning establishments. On October 31, 1988, Crown Cleaners purchased a dry-cleaning machine from plaintiff. Plaintiff hired a licensed electrician, Charles Anderson, to install the machine on Crown Cleaners' premises.

On September 28, 1992, a fire completely destroyed the Crown Cleaners store. Thereafter, State Farm General Insurance Company, as Crown Cleaners' subrogee, filed suit against plaintiff and Anderson claiming that Anderson had negligently installed the dry-cleaning machine which caused the fire, and that plaintiff was vicariously liable for the work performed by Anderson, plaintiff's subcontractor. Plaintiff submitted the claim to defendants seeking indemnification and the provision of a defense. When defendants declined to defend or indemnify plaintiff against the suit, plaintiff filed a declaratory judgment action against defendants seeking insurance coverage. In response, defendants moved for summary disposition, pursuant to MCR 2.116(C)(10), claiming that they had no duty to defend or indemnify plaintiff because the damages suffered by Crown Cleaners were specifically excluded from coverage by the terms of the insurance policy.

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* Circuit judge, sitting on the Court of Appeals by assignment.

Plaintiff also moved for a summary disposition claiming that the language used in the endorsements and exclusions contained in the insurance policy were ambiguous and should be construed in favor of coverage. The trial court granted defendants' motion, holding that the damages incurred by plaintiff were specifically excluded from coverage according to the terms of the insurance policy.

Plaintiff first argues that the trial court erred in granting defendants' motion for summary disposition because the insurance policy is ambiguous and should be construed in favor of coverage. We disagree.

In this case, endorsement CG 21041185, which is located in the front of defendants' insurance policy, is inconsistent with exclusion L which is contained within the insurance policy itself. Although the exclusion and the endorsement both exclude from coverage property damage that is included within the "products-completed operations hazard," exclusion L does not preclude coverage if the damage arises out of work performed by plaintiff's subcontractor. Thus, exclusion L contains an exemption to the exclusion which is not found in endorsement CG 21041185.

Where there is a conflict between the language of an endorsement and the language of an exclusion contained within an insurance policy, the terms of the endorsement prevail. *Tiano v Aetna Casualty & Surety Co*, 102 Mich App 177, 183-184; 301 NW2d 476 (1980).

After analyzing the definition of the term "products-completed operations hazard" as used in endorsement CG 21041185, the trial court correctly determined that the type of property damage suffered by Crown Cleaners was included within that term. As such, plaintiff's potential liability for that damage is specifically excluded from coverage pursuant to endorsement CG 21041185. Accordingly, defendants had no duty to defend or indemnify plaintiff against the suit filed by State Farm because Crown Cleaners' claim could not subject plaintiff to liability covered by the policy. See *American Bumper & Mfg Co v Hartford Fire Ins Co*, 207 Mich App 60, 66-67; 523 NW2d 841 (1994). We find no error.

As for plaintiff's remaining issues, the trial court never reached the issue of whether the exemption to an exclusion contained in defendants' insurance policy creates coverage on behalf of plaintiff. It is unnecessary for this Court to review an issue upon which no ruling was made. *Vuterveen Systems Inc v Olde Millpond Corp*, 210 Mich App 34, 38; 533 NW2d 320 (1995). In any event, plaintiff has waived this issue on appeal by failing to cite any authority to support its position. *Id*. This Court will not search for authority to sustain or reject a party's position. *Ramsey v Michigan Underground Storage Tank Financial Assurance Policy Board*, 210 Mich App 267, 271; 533 NW2d 4 (1995).

Affirmed.

/s/ Myron H. Wahls

/s/ Robert P. Young, Jr.
/s/ Harry A. Beach