

STATE OF MICHIGAN  
COURT OF APPEALS

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VECTECH, INC.,

Plaintiff-Appellee,

v

CONTINENTAL INSURANCE COMPANY a/k/a  
CNA INSURANCE COMPANY,

Defendant-Appellant.

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UNPUBLISHED

May 1, 1998

No. 201176

Oakland Circuit Court

LC No. 96-511204 CK

Before: Whitbeck, P.J., and MacKenzie and Murphy, JJ.

PER CURIAM.

Defendant appeals as of right from the trial court's order granting plaintiff's motion for declaratory judgment pursuant to MCR 2.605. We reverse and remand.

Plaintiff, an engineering firm, sought coverage from defendant for a lawsuit filed against it in the state of New York. The underlying complaint alleged that Vectech was negligent in the procedure, design, recommendation, and approval of an alcohol filtration system. In an effort to obtain coverage, plaintiff filed this declaratory action against defendant, which denied coverage based upon a professional services exclusion in the insurance policy. The trial court ruled that the policy was ambiguous and granted coverage to plaintiff.

Defendant argues that the trial court erred in concluding that an ambiguity existed between a grant of coverage and exclusion of coverage. We agree.

An insurance policy is much like any other contract in that it is an agreement between the parties. If the agreement is clear and unambiguous, a court will determine what the agreement was and effectuate the intent of the parties. *Auto-Owners Ins Co v Churchman*, 440 Mich 560, 566; 489 NW2d 431 (1992). An ambiguity exists in a contract if, after reading the entire contract, the language can be reasonably understood in differing ways. *Hawkeye-Security Ins Co v Vector Construction Co*, 185 Mich App 369, 381; 460 NW2d 329 (1990). If an ambiguity is found, it is to be liberally construed against the insurer. *Auto-Owners*, *supra* at 566.

We review a trial court's ruling with respect to declaratory judgments de novo on appeal. *Stajos v Lansing*, 221 Mich App 223, 226; 561 NW2d 116 (1997). The trial court found an ambiguity existed between an endorsement granting coverage for products and/or completed operations and an endorsement excluding coverage for professional services. However, after review of the entire policy, we find that the endorsement for products and/or completed operations was a premium classification endorsement and does not affect coverage provided in the policy. Therefore, the professional services exclusion was clear and unambiguous and must be enforced as written.

The remaining issue was raised by plaintiff below, but not decided by the trial court. As a general rule, an issue not decided by the trial court will not be considered on appeal unless it presents a question of law for which all the necessary facts have been presented. *D'Avanzo v Wise & Marsac, PC*, 223 Mich App 314, 326; 565 NW2d 915 (1997). We have not been provided sufficient facts to decide whether plaintiff was rendering "professional services" within the meaning of the exclusion. Accordingly, we remand to the trial court for consideration of this issue.

Reversed and remanded for proceedings consistent with this opinion. We do not retain jurisdiction.

/s/ William C. Whitbeck  
/s/ Barbara B. MacKenzie  
/s/ William B. Murphy