

STATE OF MICHIGAN  
COURT OF APPEALS

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GEICO INDEMNITY INSURANCE COMPANY,

Plaintiff-Appellee,

v

KEVIN WILLIAMSON and DENISE  
WILLIAMSON,

Defendants-Appellants.

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UNPUBLISHED

August 17, 2006

No. 267618

Van Buren Circuit Court

LC No. 05-053947-CK

Before: Davis, P.J., and Sawyer and Schuette, JJ.

PER CURIAM.

Defendants appeal as of right from an order granting plaintiff's motion for summary disposition in this declaratory judgment action. We affirm.

Defendant Denise Williamson was injured in a single vehicle accident while a passenger in the car driven by her husband, defendant Kevin Williamson. Defendants had an automobile insurance policy with plaintiff that provided for residual liability limits of \$100,000 per accident and \$300,000 per occurrence. However, plaintiff maintained that Denise Williamson was entitled to a maximum of \$20,000, the minimum level of insurance required under MCL 500.3131, MCL 500.3009(1), and MCL 257.520(b)(2), based on the following language from the exclusions section for Section I of the policy:

When Section I Does Not Apply

We will not defend any suit for damage if one or more of the exclusions listed below applies.

1. Bodily injury to any insured or any relative of an insured residing in his household is not covered in excess of the minimum financial responsibility limit.

Defendants argue that this language unambiguously provides that the limit applies only to plaintiff's duty to defend, and not its duty to pay. Alternatively, they argue that the placement of the clause regarding the duty to defend before and above the exclusions renders the meaning of the exclusion ambiguous. We agree with the trial court's conclusion that, although the policy is inartfully worded and clumsily arranged, see *Farm Bureau Mut Ins Co v Nikkel*, 460 Mich 558, 566; 596 NW2d 915 (1999), it nonetheless unambiguously sets forth the exclusion as an

exclusion to coverage, as well as limiting plaintiff's duty to defend. Thus, we affirm the trial court's grant of summary disposition to plaintiff.

Affirmed. Plaintiff may tax costs.

/s/ David H. Sawyer

/s/ Bill Schuette