

STATE OF MICHIGAN
COURT OF APPEALS

GEICO INDEMNITY INSURANCE COMPANY,

Plaintiff-Appellee,

v

KEVIN WILLIAMSON and DENISE
WILLIAMSON,

Defendants-Appellants.

UNPUBLISHED

August 17, 2006

No. 267618

Van Buren Circuit Court

LC No. 05-053947-CK

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

DAVIS, J. (*dissenting*).

I dissent.

This policy language is clearly ambiguous. It can be read, and apparently *was* read by defendants, to mean that the limitation of liability was the \$100,000 actually referenced in the “limits or deductibles” section of the policy declarations sheet provided by plaintiff to defendants. In contrast, the text of the policy itself contains *no* explicitly stated dollar limit on coverage for bodily injury.¹ Rather, the policy states only that bodily injury “is not covered in excess of the minimum financial responsibility limit.” The term “the minimum financial responsibility limit” is not defined anywhere in the policy, nor does it refer to any relevant statutory authority. I agree with the majority that the policy unambiguously sets forth that there is limitation on plaintiff’s liability. However, I cannot perceive any clear statement of the *nature* of that limitation, let alone a specific dollar value thereof.

The majority nevertheless arrives at the conclusion that the policy unambiguously sets forth a \$20,000 limit on plaintiff’s liability, notwithstanding no mention whatsoever of that sum or how to deduce it, and notwithstanding an explicit statement that a \$100,000 limit applied. To arrive at their conclusion, the majority must do two things: (1) engraft the statutory citation, context, and a presumption that a layperson would understand it, into the policy because it is not

¹ The policy does, however, contain explicitly stated and obviously unambiguous dollar limitations. For example, it states that funeral and burial expenses are subject to a \$2,500 maximum, and it provides daily dollar limits on substitute services and work loss.

there now; and (2) ignore the settled rule of construction that ambiguity in insurance contracts are resolved against the drafter.

The limitation language in the policy is not merely “inartfully worded and clumsily arranged,” as the majority concludes. It sets forth an exclusion and limitation, but it simply does not provide enough clues for a reader to determine what that exclusion and limitation actually is. Accordingly, I would reverse.

/s/ Alton T. Davis