

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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THE CHRISTMAN COMPANY,

Plaintiff-Appellant,

v

AETNA CASUALTY & SURETY COMPANY,

Defendant-Appellee.

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UNPUBLISHED

March 12, 1999

No. 205929

Kalamazoo Circuit Court

LC No. 96-002445 CK

Before: Gribbs, P.J., and Saad and P.H. Chamberlain\*, JJ.

MEMORANDUM.

Plaintiff The Christman Company appeals by right a circuit court order denying its motion for summary disposition and entering judgment in favor of defendant Aetna Casualty & Surety Company. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

In 1995 plaintiff served as the general contractor on a project for the United States Post Office. On one weekend in July the temperature and humidity reached extreme levels. A fog developed inside the closed building. The interior of the building sustained damage, including swollen drywall, popped nails, warped boards, and rusted surfaces.

Plaintiff performed repairs and sought reimbursement from defendant. Defendant concluded that the damage was due to a humid atmosphere inside the building which occurred during a period of extreme weather conditions. Defendant denied coverage on the basis that plaintiff's policy excluded coverage for damage resulting from a number of conditions, including dampness and rust.

Plaintiff filed suit alleging breach of contract and unfair trade practices. Plaintiff moved for summary disposition, arguing that the damage resulted from a covered cause of loss, specifically extreme weather conditions. The trial court denied the motion, finding that the language of the policy was unambiguous. The damage was caused by rust, dampness, and expansion, which fell under two express exclusions.

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

This Court reviews a trial court's ruling on a motion for summary disposition de novo. *Harrison v Olde Financial Corp*, 225 Mich App 601, 605; 572 NW2d 679 (1997).

On appeal, plaintiff argues that the damage was caused by an extreme weather condition, and that such a condition was a covered cause of loss because it was not specifically excluded under the terms of the policy. Because the damage was caused by a covered loss, the resulting loss was covered, notwithstanding the exclusions.

We disagree and affirm. The construction of an insurance policy is a question of law for the court. *Sunshine Motors, Inc v New Hampshire Ins Co*, 209 Mich App 58, 59; 530 NW2d 120 (1995). A court must enforce a policy as written, and cannot read into a policy an ambiguity that does not exist. *Pinkney v Community Schools v Continental Casualty Co*, 213 Mich App 521, 527; 540 NW2d 748 (1995). While extreme hot and humid weather existed outside the building, it was dampness, in the form of fog, inside the building that resulted in the damage, including nail popping, swelling of drywall, and rust. Although extreme weather existed outside the building, the proximate cause of the damage was dampness, coverage for which was specifically excluded in the policy. Coverage was not available under such circumstances. *Vanguard Ins Co v Clarke*, 438 Mich 463, 473-474; 475 NW2d 48 (1991). While an exclusionary clause is to be strictly construed against the insurer, *Fire Ins Exchange v Diehl*, 450 Mich 678, 687; 545 NW2d 602 (1996), a clear exclusion must be given effect. An insurer cannot be held liable for a risk that it did not assume. *Trierweiler v Frankenmuth Mut Ins Co*, 216 Mich App 653, 657; 550 NW2d 577 (1996).

Affirmed.

/s/ Roman S. Gribbs  
/s/ Henry William Saad  
/s/ Paul H. Chamberlain