COURT OF APPEALS
DECISION
DATED AND FILED

September 3, 2003

Cornelia G. Clark
Clerk of Court of Appeals

Appeal No. 02-3323 **Cir. Ct. No. 01-CV-696**

STATE OF WISCONSIN **IN COURT OF APPEALS**
DISTRICT III

MICHAEL COLDEN AND CAROL COLDEN,

PLAINTIFFS-APPELLANTS,

V.

TODD D. SCHUELKE, DAVID J. SCHUELKE AND CHRISTINE A. SCHUELKE,

DEFENDANTS,

GENERAL CASUALTY COMPANY OF WISCONSIN,

DEFENDANT-RESPONDENT.

APPEAL from a judgment of the circuit court for Outagamie County: JOSEPH M. TROY, Judge. *Affirmed*.

Before Cane, C.J., Hoover, P.J., and Peterson, J.

¶1 PER CURIAM. Michael and Carol Colden appeal a judgment concluding that a General Casualty automobile policy with a snowmobile endorsement limits coverage to a single policy limit even though multiple insured persons are liable for their son's death. The Coldens argue that each of the three insured defendants is entitled to coverage up to the policy limit and that the policy is, at a minimum, ambiguous on that issue. They also argue that they are entitled to three times the policy limit under the rule set out in ***Iaquinta v. Allstate Ins. Co.***, 180 Wis. 2d 661, 510 N.W.2d 715 (Ct. App. 1993), and that public policy considerations support three times the policy limits based on the reasonable expectations of the insured individuals. We reject these arguments and affirm the judgment.

¶2 The Coldens' son, a passenger on a snowmobile operated by Todd Schuelke, died in an accident when the snowmobile struck a tree at a very high rate of speed. The Coldens brought this action against Todd and both of his parents, alleging that they were negligent in their supervision of Todd and for entrusting him with the snowmobile. The Coldens sought the $100,000 policy limit for a single personal injury against each of the three defendants. The trial court concluded that the policy only allows $100,000 per injured person regardless of the number of persons insured.

¶3 The policy is not ambiguous because it is not susceptible to more than one reasonable interpretation. *See* ***Folkman v. Quamme***, 2003 WI 116, ¶13, 665 N.W.2d 857. The declarations page sets the limit of liability at $100,000 per injured person; $300,000 per accident. The policy further provides:

> LIMIT OF LIABILITY
> A. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.
> The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.
> This is the most we will pay regardless of the number of:
> 1. "Insureds";
> 2. Claims made;
> 3. Vehicles or premiums shown in the Declarations; or
> 4. Vehicles involved in the auto accident.

¶4 This language unambiguously limits the amount payable to the Coldens under this policy to $100,000 regardless of the number insured under the policy. This language does not conflict with the promise to pay damages for bodily injury or property damage for which any insured becomes legally responsible. It merely clarifies the maximum amount. The statement "this is the most we will pay regardless of the number of … 'insureds'" is contained in a separate paragraph and, by its position in the contract and its language, unambiguously applies to both bodily injury and property damage.

¶5 ***Iaquinta***, 180 Wis. 2d at 666-69, does not require a contrary result. ***Iaquinta*** held that the omnibus insurance statute, WIS. STAT. § 632.32 (1991-92), required separate coverage for the named insured and each additional insured who is actively negligent. That rule applies only to policies insuring motor vehicles because § 632.32 applies only to motor vehicle insurance. A snowmobile is not a "motor vehicle" under that statute. *See* WIS. STAT. § 632.32(2)(a) (2001-02).

Therefore, the snowmobile endorsement to the auto policy is not mandated by statute to provide coverage to the policy limits for each insured.

¶6 Public policy considerations do not mandate nullification of the clear contractual language. No insurance contract should be rewritten by construction to bind an insurer to a risk that it did not contemplate and for which it was not paid. ***Folkman***, 2003 WI 116, ¶34. Because no reasonable reading of the policy would support awarding three times the policy limit based on three negligent insureds, there is no basis for this court to override the clear policy language.

By the Court.—Judgment affirmed.

This opinion will not be published. *See* WIS. STAT. RULE 809.23(1)(b)5.