

**COURT OF APPEALS  
DECISION  
DATED AND FILED**

May 19, 1998

Marilyn L. Graves  
Clerk, Court of Appeals  
of Wisconsin

**NOTICE**

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See § 808.10 and RULE 809.62, STATS.

**No. 97-3430**

**STATE OF WISCONSIN**

**IN COURT OF APPEALS  
DISTRICT III**

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**STOCKHOLM MUTUAL INSURANCE COMPANY,**

**PLAINTIFF-RESPONDENT,**

**v.**

**JOHN KOMISAR,**

**DEFENDANT-APPELLANT,**

**ANDREW J. KOMISAR AND JOYCE KOMISAR,**

**DEFENDANTS.**

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APPEAL from a judgment of the circuit court for Pepin County:  
ROBERT W. WING, Judge. *Affirmed.*

Before Cane, P.J., Myse and Hoover, JJ.

PER CURIAM. John Komisar appeals a summary judgment declaring that an insurance policy issued by Stockholm Mutual Insurance

Company does not cover his injuries. Komisar was seriously injured by a piece of farm equipment while working at his father's farm. He seeks coverage under an insurance policy issued by Stockholm to his father. Komisar argues that the insurance policy unambiguously provides coverage for his injuries or, at a minimum, is ambiguous and must be construed against Stockholm. We conclude that the policy is unambiguous and does not provide coverage for Komisar's injuries.

Construction of an insurance contract is a question of law that we review independently of the trial court. *See Lee & Assocs., Inc. v. Peters*, 206 Wis.2d 509, 515, 557 N.W.2d 457, 459 (Ct. App. 1996). If the language of an exclusionary clause is unambiguous, it is applied without engaging in construction. *See Dipasquale v. American Family Ins. Co.*, 168 Wis.2d 75, 79, 483 N.W.2d 231, 233 (Ct. App. 1992). A term of an insurance policy is ambiguous if, under a reasonable reading of the policy, it is susceptible to more than one meaning. *See Ehlers v. Johnson*, 164 Wis.2d 560, 563, 476 N.W.2d 291, 293 (Ct. App. 1991). Merely being able to conjure up a remotely possible second interpretation is not sufficient to invoke the ambiguity rule. *See Wiesmueller v. Interstate Fire & Cas. Co.*, 568 F. 2d 40, 46 (7th Cir. 1978).

The Stockholm policy provides three types of coverages, "Principal Coverages," "Incidental Coverages," and "Animal Collision." Under the Principal Coverages heading, the policy provides for "Coverage L-Personal Liability" and "Coverage M-Medical Payments To Others." The "Incidental Coverages" provide additional coverage under some circumstances. The policy provides that "these coverages are subject to all the terms of the Principal Coverages." The word "terms" is defined in the policy to mean "all provisions, exclusions, and definitions used in this policy." Komisar's claim arises under the incidental

coverages and the parties agree that, but for the family member exclusion, his injuries would be covered under this policy.

The policy's exclusions are divided into three categories: first, exclusions that apply to the policy as a whole; second, exclusions that apply only to personal liability; and third, exclusions that apply only to medical payments to others. One of the exclusions that applies only to personal liability excludes liability coverage for injury to the insured or a resident of his household or a relative. That family exclusion is unambiguous and defeats coverage in this case.

Komisar argues that the policy differentiates between exclusions that apply to the policy and those that apply only to specific coverages. He argues that the second and third set of exclusions apply "only" to the specific coverages they list, that is, personal liability and medical payments to others. We conclude that under the plain language of the policy, the word "only" separates personal liability from medical payments, not the principal coverages from the incidental coverages. The first set of exclusions applies to the entire policy, that is, principal, incidental and animal collision coverages. The term "coverage" found in the personal liability exclusions and medical payments exclusions distinguishes between those two types of coverage, not between principal and incidental coverages. The "exclusions that apply only to personal liability" unambiguously apply to all personal liability claims regardless whether they arise under the principal or incidental coverages.

*By the Court.*—Judgment affirmed.

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

