

**COURT OF APPEALS
DECISION
DATED AND FILED**

February 17, 2000

Cornelia G. Clark
Acting 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 WIS. STAT. § 808.10 and RULE 809.62.

No. 99-1520

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT IV**

MICHAEL V. HANSON, AND CHERYL L. HANSON,

PLAINTIFFS-APPELLANTS,

V.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY,

DEFENDANT-RESPONDENT.

APPEAL from an order of the circuit court for Rock County:
JAMES P. DALEY, Judge. *Affirmed.*

Before Dykman, P.J., Eich and Deininger, JJ.

¶1 PER CURIAM. Michael and Cheryl Hanson appeal from an order dismissing their claim against American Family Mutual Insurance Company for underinsured motorist coverage. We affirm.

¶2 Michael Hanson was injured in an auto accident. He alleges that he suffered \$265,000 in damages, and that the other driver's insurance company paid

its policy limit of \$100,000. Hanson now seeks payment from his own insurer, American Family, on his underinsured motorist coverage. The Hanson family was covered by three policies, each with a limit on underinsured motorist coverage of \$50,000 per person and \$100,000 per accident. However, the policies define “underinsured motor vehicle” as including only vehicles that are insured by a bond or policy which provides “bodily injury liability limits less than the limits of liability of this Underinsured Motorists coverage.”

¶3 If Hanson was covered by only one of these American Family policies, his underinsured motorist coverage would not be available in the current situation, because the other vehicle was covered by a liability limit greater than the \$50,000 limit on Hanson’s underinsured motorist coverage. The Hansons argue, however, that the family’s three policies should be combined so that their total of \$150,000 in underinsured motorist coverage will exceed the other driver’s liability limit, and thus allow recovery on the underinsured motorist coverage.

¶4 The Hansons’ argument is based mainly on the above-quoted definition of “underinsured motor vehicle.” They focus on the second use of the word “limits” in that phrase. They argue that by using the plural form of the word, American Family meant to convey that multiple policies could be combined for the purpose of making the comparison to the other vehicle’s liability limit. They argue that if the comparison was intended to be made with only one policy, the policy would have referred to the “limit” of liability.

¶5 The parties agree that if the policy language is unambiguous, we may not resort to other tools of construction. We conclude the policy language is unambiguous. The circuit court held, and we agree, that the phrase “limits of liability of this Underinsured Motorists coverage” is in the plural because it refers

to the underinsured coverage's two limits: \$50,000 per person and \$100,000 per accident. This reading is supported by a later section of the underinsured motorist endorsement, entitled "limits of liability." That section begins by stating: "The limits of liability of this coverage as shown in the declarations apply" This language shows that the policy is consistent in referring to the \$50,000/\$100,000 limits in the plural.

¶6 Accordingly, we conclude that the trial court properly dismissed the Hansons' claim against American Family.

By the Court.—Order affirmed.

This opinion will not be published. See WIS. STAT. RULE 809.23(1)(b)5 (1997-98).

