COURT OF APPEALS
DECISION
DATED AND FILED

September 13, 2001

Cornelia G. Clark
Clerk of Court of Appeals

No. 01-0194-FT

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

HAROLD J. JONES, AS NATURAL FATHER, LEGAL CUSTODIAN AND CONSERVATOR FOR STACIE LEA JONES, A MINOR,

PLAINTIFFS-APPELLANTS,

V.

SECURA INSURANCE, A MUTUAL COMPANY,

DEFENDANT-RESPONDENT.

APPEAL from an order of the circuit court for Grant County: GEORGE S. CURRY, Judge. *Affirmed*.

Before Dykman, Roggensack and Deininger, JJ

¶1 PER CURIAM.[1] Harold Jones appeals an order declaring that Stacie Jones, his daughter, is not covered by an automobile insurance policy issued to Jones Transportation, his business. The issue is whether the trial court correctly concluded that the policy did not provide underinsured motorist coverage to Stacie, who was seriously injured in an accident. We affirm.

¶2 Harold and Herman Jones operated a business together called Jones Transportation, a partnership. They obtained an automobile insurance policy through Secura Insurance that provided coverage for the vehicles they used in their business. Harold's daughter, Stacie, was seriously injured as a passenger in an automobile owned by an unrelated party. The liable party did not have adequate insurance to cover Stacie's injuries. Harold sought underinsured motorists coverage for Stacie through the Secura policy, but Secura contended its policy did not provide coverage. The trial court granted declaratory judgment in favor of Secura, concluding that the policy did not provide coverage to Stacie.

¶3 Jones argues that the policy provides coverage to Stacie. The policy defines an insured as any "family member" if the insured is an individual. He contends that the policy insures both his business and him as an individual because the declaration sheets in the policy list the insureds as "Jones Transportation; Harold J. Jones & Herman J. Jones DBA."[2]

¶4 "[An] insurance policy is a contract which must be construed as a whole." ***Central Bearings Co. v. Wolverine Ins. Co.***, 179 N.W.2d 443, 445 (Iowa

[1] This is an expedited appeal under WIS. STAT. RULE 809.17 (1999-2000). All references to the Wisconsin Statutes are to the 1999-2000 version unless otherwise noted.

[2] "DBA" means "doing business as."

1970).[3] "The words used must be given their ordinary, not technical, meaning to achieve a practical and fair interpretation." ***Id.***

¶5 We agree with the trial court's conclusion that the policy does not provide coverage for Stacie. The very first page of the policy clearly states that it is a "Business Auto Policy." On page two the policy states, "THE NAMED INSURED IS: PARTNERSHIP. BUSINESS DESCRIPTION: LOG HAULER." On many pages of the policy, the heading "Commercial Automobile Policy" is listed and the policy repeatedly refers to "business auto coverage." Although the declaration sheets list "Jones Transportation, Harold J. Jones & Herman J. Jones DBA," we conclude that the inclusion of "Harold J. Jones & Herman J. Jones DBA" is for the purpose of identifying the partnership and does not make Harold and Herman individual insureds. Reading the insurance contract as a whole, as we are required to do, we conclude that the contract provides only business automobile insurance coverage.

By the Court.—Order affirmed.

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

[3] The parties agree that Iowa law controls this case, though these basic rules of contract construction are the same in Wisconsin.