

**COURT OF APPEALS
DECISION
DATED AND FILED**

February 7, 2008

David R. Schanker
Clerk of Court of Appeals

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.

Appeal No. 2007AP586

Cir. Ct. No. 2006CV52

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT IV**

JULI BRADY AND BURT BRADY,

PLAINTIFFS-APPELLANTS,

MIDWEST SECURITY INSURANCE COMPANY,

INVOLUNTARY-PLAINTIFF,

v.

WILLIAM BRADY AND MARY BRADY,

DEFENDANTS-CO-APPELLANTS,

PELLA MUTUAL INSURANCE COMPANY,

DEFENDANT-RESPONDENT.

APPEAL from an order of the circuit court for Waupaca County:
PHILIP M. KIRK, Judge. *Affirmed.*

Before Higginbotham, P.J., Dykman and Vergeront, JJ.

¶1 PER CURIAM. Juli and Burt Brady appeal a summary judgment order dismissing Pella Mutual Insurance Company from their negligence action against William and Mary Brady. We affirm for the reasons discussed below.

BACKGROUND

¶2 Juli and her husband Burt resided on the farm owned by Burt's parents William and Mary. Juli was attacked and injured by her in-laws' bull while caring for a herd that included both her in-laws' cows and her own cows, which were also being housed at her in-laws' farm. The in-laws had a farmowner's insurance policy with Pella Mutual Insurance Company. Juli and Burt sued Pella along with William and Mary, contending that William had failed to properly control his bull.

¶3 The Pella policy excluded coverage for bodily injury to any insured. An insured was defined to include any person caring for animals owned by an insured, except "in the course of business or without the owner's consent." The parties disputed whether the term "business" included farming. The trial court ruled that it did not, and therefore Juli qualified as an insured and could not claim coverage under the policy. Accordingly, it dismissed Pella from the lawsuit. Juli and Burt appeal.

STANDARD OF APPEAL

¶4 The interpretation of an insurance contract is a question of law that we review de novo. *Folkman v. Quamme*, 2003 WI 116, ¶12, 264 Wis. 2d 617, 665 N.W.2d 857. Policy language should be construed to mean what a reasonable person in the insured's position would understand it to mean, and should advance

reasonable expectations of coverage. *Frost ex rel. Anderson v. Whitbeck*, 2002 WI 129, ¶20, 257 Wis. 2d 80, 654 N.W.2d 225.

DISCUSSION

¶5 The parties agree that if the definition of “business” includes farming, then Juli would not be an insured and William and Mary’s policy would provide coverage. Under the original policy business was defined to include “a trade, a profession or an occupation including farming, all whether part or full time.” However, an amendment to the policy specified:

1. The following definitions are added:

a. Farming means

b. Farm employee means ...

2. When used in conjunction with Farm Liability Coverage, the definitions of insured, insured premises and business are modified as follows:

...

b. Business means any profit motivated full or part-time trade, profession or occupation and the use of any part of any premises for such purposes. ... Business does not include farming.

¶6 The appellants contend that the amendment added a second definition of “business,” rendering the policy ambiguous with respect to whether or not farming was included in the term. We find that proposed interpretation unreasonable. Clause 1 plainly adds new definitions for “farming” and “farm employee,” while clause 2 plainly modifies several existing definitions, including that of “business.” In other words, the definition of “business” in the amendment replaced the prior definition included in the original policy. We therefore

conclude, as did the circuit court, that the amended policy unambiguously excludes farming from the definition of business.

¶7 Since the summary judgment materials and arguments made to the circuit court provided no factual dispute that Juli was caring for William's cows, as well as her own, the circuit court properly determined that Juli qualified as an insured at the time of the incident and the policy did not provide coverage for any bodily injury she suffered from the bull's attack.

By the Court.—Order affirmed.

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

