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May 4, 2015

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You are hereby notified that the Court has entered the following opinion and order:

2014AP1753

Jason Somerville and Tammy Somerville v. Starr Indemnity &
Liability Company (L.C. # 2012CV612)

Before Lundsten, Higginbotham and Kloppenburg, JJ.

Jason and Tammy Somerville appeal a civil judgment dismissing their claims against Starr Indemnity & Liability Company. After reviewing the briefs and record, we conclude at conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2013-14).¹ We affirm.

¹ All references to the Wisconsin Statutes are to the 2013-14 version unless otherwise noted.

Jason Somerville suffered injuries while riding on a four-wheeled motorized all-terrain vehicle, commonly called a “four-wheeler.” At the time of the accident, Jason was listed on his wife’s medical insurance policy with Starr. Starr denied the Somervilles’ claim for reimbursement of medical expenses on the ground that its policy explicitly excluded coverage for any injuries incurred while “riding an all-terrain vehicle such as a dirt bike, snowmobile or go-cart.”

The Somervilles’ sole contention on appeal is that, according to commonly accepted grammatical rules, the lack of a comma after the term “all-terrain vehicle” in the exclusion clause makes the list that follows restrictive rather than illustrative in nature—meaning that the policy excludes coverage for only those injuries suffered while riding on a dirt bike, snowmobile, or go-cart, and not for injuries suffered while riding on a four-wheeler. Regardless of any general grammatical rules, however, we conclude that the only reasonable interpretation of the exclusion clause within the context of the insurance policy is that the list of three vehicles is illustrative rather than restrictive. The Somervilles’ interpretation of the clause is unreasonable because it renders the use of the term “all-terrain vehicle” superfluous. In other words, there would be no need to refer to “all-terrain vehicle” at all if the exclusion applied only to dirt bikes, snowmobiles, or go-carts—some of which otherwise might not fit into the common definition of an all-terrain vehicle. Rather, it is plain that the policy broadly covers all-terrain vehicles. In sum, we agree with the circuit court that the exclusion clause applied to the four-wheeler in this case because it was, plainly, an all-terrain vehicle.

IT IS ORDERED that the judgment is summarily affirmed under WIS. STAT. RULE 809.21(1).

Diane M. Fremgen
Clerk of Court of Appeals