



OFFICE OF THE CLERK
WISCONSIN COURT OF APPEALS

110 EAST MAIN STREET, SUITE 215
P.O. BOX 1688
MADISON, WISCONSIN 53701-1688

Telephone (608) 266-1880
TTY: (800) 947-3529
Facsimile (608) 267-0640
Web Site: www.wicourts.gov

DISTRICT II/IV

April 16, 2013

To:

Hon. James L. Carlson
Circuit Court Judge
Walworth County Courthouse
P.O. Box 1001
Elkhorn, WI 53121-1001

Sheila Reiff
Clerk of Circuit Court
Walworth County Courthouse
P.O. Box 1001
Elkhorn, WI 53121-1001

Claude J. Covelli
Andrew Bryant Hebl
Boardman & Clark, LLP
Po Box 927
Madison, WI 53701-0927

Timothy J. Rymer
Gendlin, Liverman & Rymer, S.C.
10335 W. Oklahoma Ave., Ste. 300
Milwaukee, WI 53227-4100

Jesse Blocher
Robert L. Jaskulski
Habush Habush & Rottier SC
777 E Wisconsin Ave # 2300
Milwaukee, WI 53202-5302

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

2012AP1631

Reynaldo Brazzoni v. State Farm Mutual Automobile Ins. Co.
(L.C. # 2011CV945)

Before Higginbotham, Blanchard and Kloppenburg, JJ.

Reynaldo and Renae Brazzoni appeal a declaratory judgment that determined the Brazzonis could not stack their uninsured motorist coverage limits under two separate automobile insurance policies. After reviewing the briefs and record, we conclude at conference that this case is controlled by the recent decision in *Belding v. DeMoulin*, 2013 WI App 26, 346

Wis. 2d 160, ___ N.W.2d ___. We therefore summarily reverse pursuant to WIS. STAT. RULE 809.21(1) (2011-12).¹

There is no dispute as to the relevant facts. The Brazzonis owned two automobiles, a Chevrolet and a Chrysler, which were insured by State Farm Mutual Automobile Insurance Company under separate policies. Each policy contained uninsured motorist coverage. After the Brazzonis suffered injuries in an accident with their Chevrolet and an uninsured motorist, they filed claims under both policies, seeking to stack their coverage for Renae's injuries, which exceeded the limit of the Chevrolet policy.

State Farm paid the claims made under the Chevrolet policy, but filed this lawsuit seeking a declaration that it was not obligated to provide any coverage for the accident under the Chrysler policy due to an antistacking clause in the policy commonly known as a "drive-other-car" exclusion. The drive-other-car exclusion provided that State Farm would not provide uninsured motorist coverage for any bodily injury sustained by an insured (in this case, Renae Brazzoni) while occupying any motor vehicle owned by that insured (i.e., the Chevrolet), if the vehicle (i.e., the Chevrolet) was not the one shown on the declarations page of the policy (i.e., the Chrysler policy).

The sole issue on this appeal is the same issue presented in *Belding*: whether the version of WIS. STAT. § 632.32(6)(d) (2009-10) that was in effect when the policy was issued and that explicitly allowed the stacking of coverage limits for up to three vehicles owned by the insured renders a drive-other-cars exclusion that would otherwise be permissible under WIS. STAT.

¹ All references to the Wisconsin Statutes are to the 2011-12 version unless otherwise noted.

§ 632.32(5)(j) unenforceable. The answer provided by ***Belding*** is yes. Because the drive-other-cars exclusion was prohibited by law at the time the Chrysler policy was issued, it cannot be used as a basis to deny the Brazzonis coverage in this case. Accordingly, the circuit court's decision must be reversed.

IT IS ORDERED that the declaratory judgment order is summarily reversed under WIS. STAT. RULE 809.21(1), and the matter is remanded to the circuit court for entry of a new judgment consistent with this opinion and ***Belding***.

Diane M. Fremgen
Clerk of Court of Appeals