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STATE OF MICHIGAN

COURT OF APPEALS

DAVID BELLESTRI,

Plaintiff-Appellee,

v

HENRI BROWN and CHANTELLE BARKLEY,

Defendants,

and

MEMBERSELECT INSURANCE COMPANY,

Defendant-Appellant.

UNPUBLISHED
October 23, 2026
9:36 AM

No. 376070
Wayne Circuit Court
LC No. 24-009384-NI

Before: PATEL, P.J., and M. J. KELLY and GARRETT, JJ.

PER CURIAM.

Defendant,[1] Memberselect Insurance Company, appeals by leave granted[2] the trial court's order denying its motion for summary disposition under MCR 2.116(C)(10). We reverse and remand for summary disposition to be entered in favor of Memberselect.

I. BASIC FACTS

This case arose from a vehicle collision on July 25, 2021. Plaintiff, David Bellestri, was employed by the Michigan State Police as a trooper. His job duties included highway patrol, which involved "assisting at vehicle crashes, traffic stops, roadway closures, [and] criminal interdiction."

[1] Defendants Henri Brown and Chantelle Barkley are not participating in the present appeal and did not participate in the trial court.

[2] *Bellestri v Brown*, unpublished order of the Court of Appeals, entered February 5, 2026 (Docket No. 376070).

He was assigned to use a particular 2019 Chevrolet Tahoe because he was a K-9 handler. It is undisputed that Bellestri drove the Tahoe to and from work and kept it at home in his garage when he was not working. He was not permitted to use the Tahoe for personal use. Bellestri's personal vehicle was insured by Memberselect under a policy from April 1, 2021 to October 1, 2021.

On July 25, 2021, while at work, Bellestri was closing a highway because of flooding and directing traffic to an exit. While the Tahoe was parked, it was struck by another vehicle, and Bellestri was injured as a result. He sought compensation from the insurer of the Tahoe but was informed that the policy did not provide uninsured motorist benefits. Thereafter, Bellestri sued the driver of the vehicle that struck him and the owner of that vehicle, alleging negligence and owner's liability. He also filed a claim for uninsured motorist benefits against Memberselect, the insurer of his personal automobile insurance policy.

Memberselect moved for summary disposition, arguing that the Tahoe was not covered under Bellestri's policy. It contended that, under the plain language of that policy, the Tahoe was "available for the regular use of" Bellestri because he used the Tahoe for regular and daily use in his role as a police officer and the Tahoe was garaged at his home when it was not in use. Therefore, the uninsured motorist coverage did not apply to his injuries. Following oral argument on the motion, the trial court denied Memberselect's motion, reasoning that "whether or not this vehicle was available to Trooper Bellestri for regular use is a question of fact for a trier of fact and not a matter of law for the Court to decide." This appeal follows.

II. SUMMARY DISPOSITION

A. STANDARD OF REVIEW

Memberselect argues that the trial court erred by denying its motion for summary disposition. Challenges to a trial court's motion for summary disposition are reviewed de novo. *Bronson Methodist Hosp v Auto-Owners Ins Co*, 295 Mich App 431, 440; 814 NW2d 670 (2012). Under MCR 2.116(C)(10), a trial court may grant summary disposition in favor of the moving party when, "[e]xcept as to the amount of damages, there is no genuine issue as to any material fact, and the moving party is entitled to judgment or partial judgment as a matter of law." We review "the evidence submitted by the parties in a light most favorable to the nonmoving party to determine whether there is a genuine issue regarding any material fact." *Cuddington v United Health Servs, Inc*, 298 Mich App 264, 270; 826 NW2d 519 (2012). "A genuine issue of material fact exists when the record leaves open an issue on which reasonable minds could differ." *Id*. at 270-271.

B. ANALYSIS

"Neither uninsured motorist (UM) coverage nor [underinsured motorist] coverage is required by Michigan law, and therefore the terms of coverage are controlled by the language of the contract itself, not by statute." *Andreson v Progressive Marathon Ins Co*, 322 Mich App 76, 84-85; 910 NW2d 691 (2017) (quotation marks and citation omitted). "Therefore, the purpose of the no-fault act, [MCL 500.3101 *et seq*.,] which is to broadly provide coverage for those injured in motor vehicle accidents without regard to fault, does not also apply to uninsured motorist policies." *Cole v Auto-Owners Ins Co*, 272 Mich App 50, 55; 723 NW2d 922 (2006) (citation

omitted). "Uninsured motorist insurance permits an injured motorist to obtain coverage from his or her own insurance company to the extent that a third-party claim would be permitted against the uninsured at-fault driver." *Rory v Continental Ins Co*, 473 Mich 457, 465-466; 703 NW2d 23 (2005).

"Insurance policies are interpreted in accordance with the principles of contract interpretation." *Auto-Owners Ins Co v Martin*, 284 Mich App 427, 433; 773 NW2d 29 (2009). "[W]hether contract language is ambiguous is a question of law that we review de novo." *Klapp v United Ins Group Agency, Inc*, 468 Mich 459, 463; 663 NW2d 447 (2003). Similarly, "the proper interpretation of a contract is also a question of law that we review de novo." *Id*. "A fundamental tenet of our jurisprudence is that unambiguous contracts are not open to judicial construction and must be enforced as written." *Rory*, 473 Mich at 468. "Courts enforce contracts according to their unambiguous terms because doing so respects the freedom of individuals freely to arrange their affairs via contract." *Id*. "The primary goal in the construction or interpretation of a contract is to honor the intent of the parties." *Royal Prop Group, LLC v Prime Ins Syndicate, Inc*, 267 Mich App 708, 714; 706 NW2d 426 (2005) (citation omitted). "Accordingly, an insurance contract should be read as a whole and meaning should be given to all terms," and "[t]he contractual language is to be given its ordinary and plain meaning." *Id*. at 715. "[W]hen determining the plain and ordinary meaning of these words and phrases it is appropriate to consult a dictionary." *Auto-Owners Ins Co v Seils*, 310 Mich App 132, 148; 871 NW2d 530 (2015).

Here, Bellestri's policy excluded uninsured motorist benefits for "bodily injury of an **insured person** while **occupying** a **motor vehicle** owned by or furnished or available for the regular use of **you**, a **resident relative**, or a **rated driver** if that **motor vehicle** is not a **covered auto**." Bellestri was an insured person who sustained injuries while occupying a motor vehicle, the Tahoe. The parties agree that the Tahoe was not a covered auto and that Bellestri did not own it. Thus, under the policy, if the Tahoe was "furnished or available for the regular use," of Bellestri, it was not covered under the policy and Bellestri would not be entitled to UM benefits.

The policy language in this case is similar to the policy language interpreted by this Court in *Duato v Mellon*, 349 Mich App 22, 24; 27 NW3d 291 (2023). In *Duato*, the plaintiff was a Lyft rideshare driver and was transporting a passenger when he was involved in an accident. *Id*. The plaintiff had been renting a vehicle on a weekly basis for about seven months when the accident occurred. *Id*. The vehicle was not a covered auto under the plaintiff's personal automobile insurance policy. *Id*. The policy "excluded UIM benefits for 'bodily injury sustained by any person' when using 'any vehicle that is owned by or available for the regular use of you, a relative, or a rated resident.' " *Id*. The *Duato* Court affirmed, reasoning:

> The Policy does not define the phrase available for the regular use, so it is appropriate to consult a dictionary to define this phrase. Available is defined as present or ready for immediate use, accessible, and obtainable. Use is defined as the act or practice of employing something, the fact or state of being used, and the ability or power to use something. Regular is defined as orderly, methodical, and recurring, attending, or functioning at fixed, uniform, or normal intervals. [*Id*. at 30 (quotation marks and citations omitted).]

Based upon those definitions, and viewing the evidence in the light most favorable to the plaintiff, the *Duato* Court concluded that there was no genuine issue of material fact regarding whether the vehicle "was accessible for the normal, recurring use of [the] plaintiff from August 2019 until April 2020." *Id*. at 32. The facts showed that the plaintiff had normal and recurring use of the vehicle because he "drove [it] about 30 hours per week, mostly as a Lyft driver, accruing nearly 35,000 miles between August 2019 and April 2020." *Id*. at 33. The plaintiff argued that the vehicle "was not available to him for 'regular use' because Flexdrive retained sole dominion and control over it and, through the rental agreement, controlled [his] use." *Id*. However, because the policy excluded vehicles that were "owned by or that are available for regular use by [the] plaintiff," the *Duato* Court concluded that "the Policy contemplates that a policyholder, such as [the] plaintiff, would have a vehicle available for 'regular use' that the policyholder does not own, and the Policy expressly excludes that vehicle from coverage." *Id*.

As in *Duato*, the policy in this case does not define the phrase "available for regular use." But, relying on the dictionary definition of the phrase "available for regular use" set forth in *Duato*, it is clear that the Tahoe was available to Bellestri for regular use. The Tahoe was "present or ready for immediate use, accessible, and obtainable," to Bellestri because he kept the keys and stored the vehicle in his home garage. See *Duato*, 349 Mich App at 30 (quotation marks and citation omitted). Bellestri used the Tahoe because he was in the practice of working from the Tahoe for every shift. *Id*. Until the collision, he had used the Tahoe for all but one work shift. Bellestri's job duties required the use of the Tahoe. His use of the Tahoe was regular because it was orderly, methodical, and recurred at normal intervals when he used it to drive to and from every work shift, in addition to working from the Tahoe for the duration of his daily shifts. See *id*.

We agree that the Tahoe was not available to Bellestri for personal or unfettered use. He was only permitted to use the Tahoe for work purposes. Yet, that fact is not relevant because the policy excluded use of vehicles "available for regular use," not vehicles for which Bellestri had unlimited or unfettered use. The policy contemplated an exclusion for vehicles "owned by or furnished or available for regular use . . . ." If Bellestri needed to have exclusive or unlimited control of the vehicle, such as the level of control that would come with ownership of the vehicle, the "furnished or available" portion of the policy exclusion would be rendered "nugatory because it would essentially require [him] to have 'absolute ownership' or power over the vehicle when the Policy does not impose such a requirement." See *Duato*, 349 Mich App at 33-34.

In sum, even viewing the evidence in the light most favorable to Bellestri, the Tahoe was "furnished or available for the regular use," of Bellestri. As a result, the trial court erred by denying summary disposition to Memberselect.

Reversed and remanded for proceedings consistent with this opinion. We do not retain jurisdiction. Memberselect may tax costs as the prevailing party. MCR 7.219(A).

/s/ Sima G. Patel
/s/ Michael J. Kelly
/s/ Kristina Robinson Garrett