# CAPTION: KAISER V. GOFF

**12-29-22**

APPEAL NO.: C-220097

TRIAL NO.: A-1805973

KEY WORDS: INSURANCE — CONTRACTS — SUMMARY JUDGMENT

SUMMARY:

The trial court did not err in entering summary judgment for an insurer on the issue of uninsured and underinsured motorist (“UM”) coverage where the unambiguous terms of the policy excluded certain tortfeasors’ vehicles from the UM portion of the policy, including a vehicle owned by a named insured, the undisputed evidence demonstrated that plaintiff was injured when a passenger in her own vehicle, and plaintiff failed to demonstrate enforcement of the provision violated the clear public policy of the state or that a genuine issue of material fact existed with respect to unconscionability or mistake.

JUDGMENT: AFFIRMED

JUDGES: OPINION by ZAYAS, J.; MYERS, P.J., and BOCK, J., CONCUR.