

**COURT OF APPEALS
DECISION
DATED AND FILED**

May 29, 2003

Cornelia G. Clark
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. 02-1581
STATE OF WISCONSIN**

Cir. Ct. No. 00-CV-1766

**IN COURT OF APPEALS
DISTRICT II**

**AMERICAN STANDARD INSURANCE COMPANY AND SCOTT
C. TAYLOR,**

PLAINTIFFS,

v.

SCOTT T. VASQUEZ,

**DEFENDANT-THIRD-
PARTY PLAINTIFF-APPELLANT,**

v.

ALLSTATE INSURANCE COMPANY AND RON MARLIN,

**THIRD-PARTY DEFENDANTS-
RESPONDENTS.**

APPEAL from a judgment of the circuit court for Racine County:
EMMANUEL J. VUVUNAS, Judge. *Affirmed.*

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

¶1 PER CURIAM. Scott Vasquez appeals a judgment dismissing his insurance coverage claim against third party defendants Allstate Insurance Company and its agent Ron Marlin (collectively, Allstate). Vasquez claims Allstate removed him from his former girlfriend's insurance policy without giving him proper notice. We conclude that no notice was required and therefore affirm.

BACKGROUND

¶2 Vasquez and Michelle Slogoski, f/k/a Felda, were living together with their child and engaged to be married when Slogoski signed an insurance contract with Allstate. The declarations page of the contract listed Slogoski as the named insured, and listed two vehicles covered under the policy, one of which was primarily driven by Slogoski and one of which was primarily driven by Vasquez. The policy provided, among other things, that the policyholder named in the declarations page and that policyholder's resident spouse were insured persons. Because it was Allstate's standard practice to treat cohabitants who shared a child together as spouses, regardless of their actual marital status, Vasquez was identified as Slogoski's spouse on the policy. The policy further provided, in relevant part:

You [the policyholder or the policyholder's resident spouse] may cancel this policy by writing us on what future date you wish to stop coverage.

During the policy period, Allstate may cancel part or all of this policy by mailing notice to you at your last known address. If we cancel this policy, the date of cancellation will be at least 10 days after the date of mailing.

¶3 Slogoski and Vasquez eventually ended their relationship and Vasquez moved out. Slogoski then contacted Allstate and asked them to remove

Vasquez and his car from the policy. Allstate sent Slogoski confirmation that they had made the requested changes, but did not provide any separate notice to Vasquez. Vasquez was subsequently involved in an accident while driving the car which had been removed from the policy.

STANDARD OF REVIEW

¶4 This court reviews summary judgment decisions *de novo*, applying the same methodology employed by the circuit court. *Brownelli v. McCaughtry*, 182 Wis. 2d 367, 372, 514 N.W.2d 48 (Ct. App. 1994). That methodology is well established and need not be repeated here. *See, e.g., Lambrecht v. Estate of Kaczmarczyk*, 2001 WI 25, ¶¶20-24, 241 Wis. 2d 804, 623 N.W.2d 751.

ANALYSIS

¶5 Essentially, Vasquez contends that he was an insured under the policy at the time it was issued, and that he remained an insured because Allstate failed to notify him that it was canceling his coverage. His contention fails for at least two reasons.

¶6 First, Vasquez was not the policyholder of record. He did not sign the policy and was not listed as the named insured on the declarations page. His status as an insured under the policy stemmed solely from his status as a resident spouse of the policyholder, Slogoski. When Vasquez moved out, he lost both his status as a resident spouse and his status as an insured under the terms of the policy.

¶7 Secondly, Allstate was not required to provide Vasquez with notice of cancellation because it was Slogoski, not Allstate, who requested that coverage for the second vehicle be eliminated. Allstate merely acknowledged the change in

coverage. In sum, the circuit court properly granted summary judgment in Allstate's favor.

By the Court.—Judgment affirmed.

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

