FILED
APR 30 1985
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

JOHN P. BRADLEY,

Plaintiff-Appellant,

vs.

UNITED SECURITY INSURANCE COMPANY,

Defendant-Appellee.

Filed April 30, 1985

5-71
84-1130

Appeal from the Iowa District Court for Dubuque County - Carroll E. Engelkes, Judge.

Plaintiff appeals from adverse ruling in an action for declaratory judgment brought to construe the terms of an insurance policy. AFFIRMED.

Barry A. Lindahl of Conzett, Lindahl & O'Brien, Dubuque, for plaintiff-appellant.

David L. Hammer and Les V. Reddick of O'Connor, Thomas, Hammer, Bertsch & Norby, Dubuque, for defendant-appellee.

Considered by Donielson, P.J., and Snell and Sackett, JJ.

Plaintiff appeals from an adverse ruling in an action for declaratory judgment brought to construe the terms of an insurance policy. He asserts that his automobile insurance policy issued by the defendant covered injuries arising out of a moped accident. We affirm.

On May 9, 1980, the plaintiff's minor son collided with an automobile while operating a moped. A passenger on the moped was injured and subsequently brought a personal injury action against the plaintiff and his son.

The plaintiff brought this action against the defendant to determine the rights and obligations under the plaintiff's automobile insurance policy issued by the defendant which was in effect at the time of the accident. The policy reads, in relevant part, as follows:

> We do not provide liability coverage:
>
> * * *
>
> 8. For ownership, maintenance, or use of any motorized vehicle having less than four wheels.

The defendant denied coverage and subsequently moved for a summary judgment on that issue. On June 8, 1984, the district court ruled that the moped fell within the provision excluding coverage for vehicles with less than four wheels. The defendant's motion was sustained.

On appeal, defendant argues that the terms of the insurance policy are at best unclear. We cannot agree. The aforementioned paragraph clearly and unambiguously excludes vehicles with less than four wheels. This would include a moped. Any conclusion to the contrary would require an unnecessarily strained interpretation of the policy. Thus, we conclude that summary judgment was appropriately granted.

AFFIRMED.