STATE OF MICHIGAN
IN THE SUPREME COURT

MATTHEW DYE by his Guardian SIPORIN & ASSOCIATES, INC.,

Plaintiff-Appellee/
Cross-Appellant,

v

ESURANCE PROPERTY & CASUALTY INSURANCE COMPANY,

Defendant/Cross-Plaintiff/
Appellant/Cross-Appellee,

and

GEICO INDEMNITY COMPANY,

Defendant/Cross-Defendant/
Appellee/Cross-Appellant,

and

PRIORITY HEALTH and BLUE CROSS BLUE SHIELD OF MICHIGAN,

Defendants-Appellees.

Supreme Court No. 155784

Court of Appeals No. 330308

Washtenaw Circuit Court
No. 14-000516-NF

AMICUS CURIAE BRIEF OF MICHIGAN DEFENSE TRIAL COUNSEL

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QUESTION PRESENTED

In its order granting leave to appeal, this Court asked the parties to address one single question:

> whether an owner or registrant of a motor vehicle involved in an accident may be entitled to personal protection insurance benefits for accidental bodily injury where no owner or registrant of the motor vehicle maintains security for payment of benefits under personal protection insurance. See MCL 500.3101(1); MCL 500.3113(b); *Barnes v Farmers Ins Exch*, 308 Mich App 1 (2014).

Amicus Curiae MDTC believes that the Court of Appeals' conclusion and holding in *Barnes* is correct. In order for "security for payment of benefits under personal protection insurance" to be "in effect" with respect to a particular motor vehicle, the owner or registrant of that motor vehicle must be the named insured in a policy providing Michigan no-fault personal protection insurance coverage. This conclusion is a consequence of the mechanics of the coverage provisions contained in the act, particularly those that mandate the extensive scope of coverage to be provided by the "insurer of the owner or registrant of the motor vehicle." See, e.g., MCL 500.3114(4).

Regardless of whether a particular vehicle may be "insured" in the general sense, the full gamut of comprehensive no-fault coverage is only "in effect" when an owner or registrant of the vehicle insures the vehicle and is himself or herself a named insured under a policy of no-fault insurance. If neither the vehicle's owner nor registrant is insured under a policy of no-fault insurance, then major components of the mandated coverage are not "in effect." And, as a consequence, the

owner or registrant himself or herself is barred from any right to be paid personal protection insurance benefits.

Therefore, the Court of Appeals correctly concluded that the required security is not "in effect" with respect to a particular vehicle unless at least one owner or registrant of that vehicle is named in a policy of personal protection insurance.

STATEMENT OF INTEREST OF *AMICUS CURIAE*

The Michigan Defense Trial Counsel ("MDTC") is a statewide association of attorneys whose practices are primarily comprised of the representation of defendants in civil litigation. The MDTC was established in 1979 with the goal of enhancing the quality of the civil litigation defense bar and promoting the interests of defense attorneys, as well as the clients they serve. The MDTC furthers its mission by providing programing and educational resources for defense lawyers in order to improve the effectiveness of advocacy for civil defendants, and further aims to promote the overall efficient administration of, and access to, justice in civil proceedings for the benefit of all Michigan civil litigants. The MDTC has been regularly invited by this Court to submit *amicus curiae* briefs on issues effecting civil litigation and has appeared before this Court on numerous occasions as an *amicus curiae*.

The issues presented in this case are significant to the interests of the MDTC and its members. In the narrow sense, the issue presents an important question associated with the application of coverage under the Michigan no-fault act. The existing authority addressing the particular issue is not completely clear and clarification of the application of the statutory requirements and exclusions is important for consistency and predictability as to how coverage is effected under the provisions in question. In a broader sense, however, the MDTC and its members have an interest in seeing that the courts of this state construe statutory text as it is commonly understood, and according to the time-honored principles guiding the construction thereof, when construction is, indeed, required. This allows members

to accurately ascertain the effect of legislative enactments and to forecast, and plan for, the consequences and effects that such enactments will have on the industry.

INTRODUCTION AND SUMMARY

The *Barnes* decision reaches the correct conclusion. As demonstrated more fully in defendant's brief, the contrary conclusion would create havoc within the insurance industry and would run contrary to the long-held understanding that the owner of a vehicle does not comply with the no-fault act's mandates simply because a disinterested person lists the vehicle within his or her insurance coverage. More than this, though, when the provisions of the no-fault act are read together, it becomes clear from the text itself that the mandated security is not operational in the way required by the statute unless at least one owner or registrant of the vehicle is a named insured in a personal protection insurance policy.

Amicus acknowledges that the Court of Appeals' reasoning behind the conclusion reached in *Barnes* is less than completely obvious. However, a review of the statutory scheme brings the analysis into focus and clearly reveals exactly what the *Barnes* panel concluded. *Amicus* respectfully requests that this Court affirm the rule announced in *Barnes* and expressly point to the multiple provisions of the no-fault act and their cooperative functions as the reasoning for that otherwise correct conclusion.

Therefore, *amicus* respectfully requests that this Court affirm the Court of Appeals.

STATEMENT OF FACTS AND PROCEDURAL HISTORY

Amicus MDTC relies on the statement of facts and procedural history contained in Defendant-Appellee GEICO Indemnity Company's Brief on Appeal. For purposes of the analysis herein, this brief presumes that the following essential facts and conclusions are not in dispute:

- At the time of the accident, Plaintiff Matthew Dye was the only "owner" or "registrant" of the 1997 BMW he was driving, as those terms are defined and understood for purposes of the no-fault act.

- Plaintiff's uncle, Paul Dye, procured insurance for the vehicle itself through a no-fault policy from Esurance. Under the policy, Paul Dye was the only named insured - Matthew Dye was not an insured. As a consequence, Esurance was "the insurer of" (1) the 1997 BMW, and (2) Paul Dye. However, Esurance was *not* "the insurer of Plaintiff Mathew Dye.

- Plaintiff Mathew Dye was not a named insured in any other policy of personal protection insurance.

STANDARD OF REVIEW

Amicus MDTC relies on the standard of review contained in Defendant-Appellee GEICO Indemnity Company's Brief on Appeal.

LEGAL ARGUMENT

I. THE SECURITY REQUIRED BY MCL 500.3101 IS ONLY "IN EFFECT" WITH RESPECT TO A PARTICULAR VEHICLE WHEN THE OWNER OR REGISTRANT OF THAT VEHICLE IS INSURED UNDER A POLICY OF PERSONAL PROTECTION INSURANCE.

The no-fault insurance scheme is a unique and innovative system with a number of distinct components that are intended to work together with the goal of providing victims of motor vehicle accidents assured, adequate, and prompt reparation for certain economic losses. *Shavers v Kelley*, 402 Mich 554, 579; 267 NW2d 72, 77 (1978). The scheme is comprehensive. At its heart is the compulsory first-party insurance coverage. *Id.* The statute places the burden on the owner or registrant of a vehicle to maintain the mandated coverage. MCL 500.3101. When the security is "in effect," wide mandated coverage is extended in a way so that all victims of motor vehicle accidents that occur in this state will have personal protection insurance coverage applicable to his or her injuries and a source for the payment of PIP benefits. See MCL 500.3114 and MCL 500.3115.

A major component of the overall coverage system is built on the presumption that at least one owner or registrant of every vehicle will be insured for personal protection insurance. While a vehicle may be listed in an automobile insurance policy, the reality is that the security required by the no-fault act is not "in effect" with respect to a particular vehicle where no single owner or registrant of that vehicle is insured under a policy of personal protection insurance.

When the language of the applicable statutory provisions are carefully analyzed and read in harmony, it is clear that the conclusion reached by the Court

of Appeals in *Barnes* is correct: where no owner or registrant of the vehicle is insured, the security required is not "in effect." MCL 500.3113(b).

A. Overview of the no-fault insurance system.

The Michigan automobile no-fault insurance act went into effect on March 31, 1973 with the goal of providing those injured in motor vehicle accidents with "assured, adequate, and prompt reparation for certain economic losses." *Shavers, supra,* 402 Mich at 579. As part of the scheme, the act makes no-fault insurance coverage compulsory, "whereby every Michigan motorist is required to purchase no-fault insurance or be unable to operate a motor vehicle legally in this state." *Id*. The statute requires that the owner or registrant of a motor vehicle maintain security for the payment of benefits under personal protection insurance (PIP), property protection insurance (PPI), and residual liability insurance. MCL 500.3101; *Citizens Ins Co of Am v Federated Mut Ins Co*, 448 Mich 225, 228; 531 NW2d 138, 139 (1995) ("Michigan's no-fault act requires the *owner* or *registrant* of a motor vehicle to purchase an automobile insurance policy that provides [the mandated coverage]") (emphasis in the original). Generally, this is accomplished when a vehicle owner purchases a complete automobile insurance policy that contains all of these coverages; however, coverage may be provided by two or more policies which, in combination, fulfill the statutory mandate. *Integral Ins Co v Maerask*, 206 Mich App 325; 520 NW2d 656 (1994).

Importantly, no-fault insurance is akin to personal health and accident coverage in that it is not dependent upon the ownership of a specific motor vehicle. *Madar v League Gen*, 152 Mich App 734; 394 NW2d 90 (1986). The mandate of the

no-fault act is that "persons rather than vehicles be insured against loss." *Pioneer State Mut Ins Co v Titan Ins Co*, 252 Mich App 330, 335; 652 NW2d 469, 472 (2002) citing *DAIIE v Home Ins Co*, 428 Mich 43, 49; 405 NW2d 85 (1987); *Lee v DAIIE*, 412 Mich 505, 516; 315 NW2d 413 (1982); see also *Universal Underwriters Group v Allstate Ins Co*, 246 Mich App 713, 725–730; 635 NW2d 52 (2001).

Rather innovatively for its time, the no-fault system provides for what essentially amounts to universal insurance coverage for anyone who sustains "accidental bodily injury arising out of the ownership, operation, maintenance or use of a motor vehicle" in this state. MCL 500.3105. Eligibility to claim no-fault benefits for motor-vehicle-related injuries that occur in the state is not contingent upon the injured person having his or her own no-fault insurance policy.[1] Indeed, a person who has never owned a car and has never paid insurance premiums is entitled to the same level of lifetime insurance coverage as a vehicle owner who is the named insured in a no-fault insurance policy.

There are very few exceptions to the general eligibility for no-fault coverage. Assuming that a person has sustained accidental bodily injury arising out of the operation, maintenance or use of a motor vehicle, he or she will be entitled to complete PIP coverage from one source or another unless one of the exclusions

[1] By way of contrast, no-fault coverage does apply to bodily injury suffered outside of Michigan, but only to the extent that the injured person is named in a policy of insurance, is the spouse or resident relative of the person named in a policy, or is an occupant of a vehicle whose owner or registrant is insured. MCL 500.3111.

contained in MCL 500.3113 apply. See, e.g, *Spectrum Health Hosps v Farm Bureau Mut Ins Co of Michigan*, 492 Mich 503; 821 NW2d 117 (2012).

This universal coverage is achieved through what are commonly referred to as the "priority rules" MCL 500.3114; MCL 500.3115. These rules mandate that the scope of no-fault coverage under a policy of insurance be expanded to reach beyond those individuals named in the policy. The scheme makes a person's own no-fault carrier primarily responsible for providing no-fault benefits, regardless of whether any particular insured vehicle is involved in the accident. MCL 500.3114(1); *DAIIE v Home Ins Co*, 428 Mich 43; 405 NW2d 85 (1987). Where the injured person does not have no-fault coverage, and is not the spouse or resident relative of an insured person, he or she is entitled to claim benefits from the insurer of the owner of the vehicle he or she was occupying, or if not an occupant, from the insurer of the owners or registrants for vehicles involved in the accident. MCL 500.3114; MCL 500.3115. If no such insurer exists, the person is entitled to coverage from the insurer of the driver of the vehicle occupied/involved. *Id.*

Finally, if a person unable to identify any applicable insurance, he or she is entitled to claim benefits through the assigned claims plan, which annually assesses all insurance companies for benefits paid based on the volume of insurance each carrier writes. MCL 500.3171.

The system extends generous and broad coverage for anyone injured in automobile accidents and places the burden for the cost for the system on vehicle owners and registrants who must maintain the required insurance to avoid violating the criminal law. MCL 500.3101a. A no-fault insurer assumes the primary

risk associated with payment of PIP benefits for its named insureds. MCL 500.3114(1). However, by statutory extension, the insurer also bears the risk associated with occupants of the insured's vehicle, occupants in other vehicles driven by the insured, and non-occupants injured in accidents where the insured's vehicle was involved or where the insured was the operator of an involved motor vehicle. MCL 500.3114; MCL 500.3115. Finally, where no insurance is applicable altogether, risk is born collectively by all subscribers to the no-fault system through the assigned claims plan.

B. The act effectuates universal coverage by statutorily expanding the coverage afforded by an "insurer of the owner or registrant of a vehicle" not the "insurer of the vehicle"

Importantly, almost all of the so-called priority provisions, which effectuate the universal coverage scheme, are not tied to the "insurer of the vehicle," but rather to the "insurer of the owner of the vehicle." MCL 500.3114(4) reads:

> (4) Except as provided in subsections (1) to (3), a person suffering accidental bodily injury arising from a motor vehicle accident while an occupant of a motor vehicle shall claim personal protection insurance benefits from insurers in the following order of priority:
>
> (a) The *insurer of the owner or registrant of the vehicle* occupied.
>
> (b) The *insurer of the operator of the vehicle* occupied. [emphasis added]

Likewise, MCL 500.3114(5) reads:

> (5) A person suffering accidental bodily injury arising from a motor vehicle accident that shows evidence of the involvement of a motor vehicle while an operator or passenger of a motorcycle shall claim personal protection insurance benefits from insurers in the following order of priority:

> (a) The *insurer of the owner or registrant of the motor vehicle* involved in the accident.
>
> (b) The *insurer of the operator of the motor vehicle* involved in the accident.
>
> (c) The *motor vehicle insurer of the operator* of the motorcycle involved in the accident.
>
> (d) The *motor vehicle insurer of the owner or registrant* of the motorcycle involved in the accident. [emphasis added]

Finally, MCL 500.3115(1) provides:

> (1) Except as provided in subsection (1) of section 3114, a person suffering accidental bodily injury while not an occupant of a motor vehicle shall claim personal protection insurance benefits from insurers in the following order of priority:
>
> (a) *Insurers of owners or registrants of motor vehicles* involved in the accident.
>
> (b) *Insurers of operators of motor vehicles* involved in the accident. [emphasis added]

The language adopted by the Legislature reflects the understanding that personal protection insurance is insurance coverage for people, not vehicles. See *DAIIE v Home Ins Co*, *supra,* 428 Mich at 49.[2]

Our Court of Appeals has recognized that the phrase "insurer of the registrant or owner of a motor vehicle" is not synonymous with the phrase "insurer of the motor vehicle." In *Titan Ins Co v Am Country Ins Co,* 312 Mich App 291; 876

[2] The two exceptions are found in the context of commercial vehicles. MCL 500.3114(2) provides that a person suffering injury while an operator or passenger of a motor vehicle operated in the business of transporting passengers shall received benefits "from the insurer of the motor vehicle." Likewise, under MCL 500.3114(3) an employee injured while an occupant of a vehicle owned or registered by his or her employer is entitled to claim benefits "from the insurer of the furnished vehicle."

NW2d 853 (2015) the motor vehicle at issue in the case was used in the business of transporting passengers and was uninsured. The vehicle's owner, however, was insured through the defendant in connection with other vehicles it owned. The panel considered two alternative priority rules to determine whether the owner's insurer was obligated to afford PIP coverage even though it did not insure the actual vehicle involved in the accident. The panel concluded that the defendant did not fall within the 3114(2) priority order because that rule addresses "the *insurer of the motor vehicle"* occupied. In contrast, though, the panel held that the defendant's coverage was applicable under MCL 500.3114(4) because the defendant was the "insurer of the owner or registrant of the vehicle occupied." Accordingly, even though the *involved vehicle* was not insured, the *owner* of the vehicle *was* insured by the defendant, triggering coverage under MCL 500.3114(4). See also, *Pioneer State Mut Ins Co v Titan Ins Co*, 252 Mich App 330; 652 NW2d 469 (2002).

This construction is consistent with the plain language of the statute. While most of the priority provisions refer to the insurer of the owner or registrant of the vehicle, others do refer to the insurer of the vehicle itself. The canons of construction require the court to give effect to the distinction between the language chosen by the legislature in the related subsections. *Shinholster v Annapolis Hosp*, 471 Mich 540, 566; 685 NW2d 275 (2004). There is nothing that suggests that the phrases, "the insurer of the vehicle" and "the insurer of the owner or registrant of the vehicle," are to have the same meaning.

In this case, Esurance is "the insurer of the vehicle…". Esurance is also the insurer of Paul Dye. Paul Dye, however, is not an owner or registrant of the vehicle.

Rather, the sole owner and sole registrant is Matthew Dye, and because he is not named Esurance is not his insurer, nor does he have any other insurer. Therefore, here there is no "insurer of the owner or registrant of the vehicle." And, in the absence of an insurer of the owner or registrant of the vehicle, the required security can never be "in effect" with respect to that vehicle. Accordingly, with regard to the 1997 BMW, the security required was not "in effect" despite the fact that it was listed on an insurance policy.

C. Because the full scope of coverage required is only operative with the presence of an "insurer of the owner or registrant of the vehicle" a vehicle without at least one insured owner or registrant does not have the required security "in effect."

Of course, the heart of the question before the Court is whether plaintiff is excluded from coverage under MCL 500.3113(b). This, in turn, requires the Court to determine whether the security required by MCL 500.3113(b) was "in effect" with respect to the 1997 BMW, when, though the vehicle itself was insured, no owner or registrant of the vehicle was insured under a policy providing personal protection insurance. This question cannot be answered without a firm understanding of the operation of the no-fault system and principles discussed above. It is only in that context that a determination can be made as to whether the required security is truly "in effect" under the particular scenario presented here.

The statutory exclusion at issue is worded in a particular manner:

> A person is not entitled to be paid personal protection insurance benefits for accidental bodily injury if at the time of the accident any of the following circumstances existed:
>
> * * *

> (b) The person was the owner or registrant of a motor vehicle or motorcycle involved in the accident with respect to which the security required by section 3101 or 3103 was not in effect.

While plaintiff suggests that the provision is merely an exclusion for owners of "uninsured motor vehicles," it is broader than that. After all, if that was the extent of what the Legislature intended, it could have expressed the same by simply saying "…the person was the owner or registrant of an uninsured motor vehicle…". See *Spectrum Health Hosps*, *supra*, at n 89 (refusing to read the plain language of MCL 500.3113(a) as just excluding car thieves and noting, "there is a very substantial difference between language that excludes only car thieves from receiving PIP benefits and language that excludes all persons who have unlawfully taken vehicles from receiving PIP benefits"). By its plain terms, the section does not turn on whether a particular vehicle or person is listed in a particular insurance policy. Rather, it turns on the broader measure of whether security or insurance coverage is "in effect." The narrow question, then, is whether the security was "in effect" under the facts and circumstances presented. And, the focus must be on the plain meaning of the phrase, "in effect."

"Unless statutorily defined, every word or phrase of a statute should be accorded its plain and ordinary meaning, taking into account the context in which the words are used." *Krohn v Home–Owners Ins Co*, 490 Mich 145, 156; 802 NW2d 281 (2011). If a word or phrase is not defined by statute, then "it is appropriate to consult dictionary definitions to determine the plain and ordinary meaning of the word or phrase." *People v Rea*, 500 Mich 422, 428; 902 NW2d 362 (2017). The word "effect" is commonly defined as "power to produce results; efficacy' force; validity;".

The phrase "in effect" means "operating or functioning; in force". Dictionary.com Unabridged.

Hence, the question is whether insurance covering a vehicle alone without coverage for any of the vehicle's owners or registrants will "produce the results" required by the no-fault act. This determination requires more than the examination of insurance declarations to confirm that the particular vehicle's VIN number is listed therein. Rather, it requires the Court to determine whether the security procured in this case will "function" or "operate" in the way required by the no-fault law.

This was the analytical framework employed by our Court of Appeals in *Bronson Methodist Hosp v Michigan Assigned Claims Facility*, 298 Mich App 192, 194; 826 NW2d 197 (2012). There, the Court of Appeals concluded that the required security was not "in effect" even though the vehicle and its owner were insured under a policy of insurance that provided all of the required security mandated by MCL 500.3101. The policy contained a named excluded driver provision under MCL 500.3009 through which liability coverage was void and not in effect when the excluded driver was operating the vehicle. The Court of Appeals recognized that the excluded driver provision did not, and could not, directly exclude the driver from entitlement to PIP coverage. However, it concluded that inasmuch as the *liability* coverage (otherwise required by MCL 500.3101) was not operational at the time of the accident because of the contractual exclusion, the security required by MCL 500.3101 was no "in effect" and that the owner-driver was excluded from payment of benefits under MCL 500.3113(b).

> In the present case, the policy that Owsiany obtained from Progressive excluded a named driver as permitted by MCL 500.3009(2), and this driver was also the injured registered owner-driver. We must enforce as written both the plain and unambiguous language of the statute, *Id.* at 36–37, 748 NW2d 574, and the clear and unambiguous terms of the insurance policy not in conflict with the statute, *Farmers Ins Exch v Kurzmann*, 257 Mich App 412, 418; 668 NW2d 199 (2003). Applying, the plain language of both the insurance policy's named-driver exclusion and the statute, at the time of the accident "all liability coverage [was] void—no one [was] insured," see MCL 500.3009(2), because the excluded driver was operating the vehicle. Stated otherwise, Pillars' act of driving the insured vehicle at the time of the accident rendered the vehicle uninsured; there was no personal liability or property damage "security" required by MCL 500.3101 in effect at the time of the accident. Pursuant to MCL 500.3113(b), Pillars is not entitled to PIP benefits because "at the time of the accident" she was "the owner or registrant of [the] motor vehicle ... involved in the accident" and "the security required by [MCL 500.3101] ... was not in effect." Consequently, the trial court correctly granted Progressive summary disposition in Docket No. 300066. [*Bronson Methodist Hosp, supra,* 298 Mich App at 198.]

Bronson recognizes that the proper measure of MCL 500.3113(b) is whether the required security is operational and functional at the time of the accident, regardless of whether a vehicle may be formally insured.

Like in *Bronson,* despite the formality of an "insured vehicle," coverage can never be in effect here because no owner or registrant of the vehicle is insured. The consequence of the plain language of the priority provisions is that the "insurer of the vehicle" may not necessarily be the "insurer of the owner or registrant of the vehicle." In fact, this is necessarily the case anytime that a vehicle is insured by someone other than an owner or registrant, as is the scenario here. Under the coverage as structured here, Esurance could never have the obligation to provide coverage MCL 500.3114(4) to occupants of the BMW or to a pedestrian that was struck by the car. MCL 500.3115. To be "in effect" the security must include that

risk and it does not as long as no owner or registrant of the motor vehicle is a named insured under a policy of personal protection insurance.

As a matter of statutory circumstance, the full scope of mandated coverage does not operate or function, and is therefore not "in effect," unless an owner or a registrant is insured under a personal protection insurance policy. As in *Bronson*, despite the fact the vehicle itself was insured, the security required by MCL 500.3114 could never fully operate or function here because the extension of coverage mandated by MCL 500.3114 and MCL 500.3115 cannot ever materialize if no owner or registrant of the vehicle is insured.

Therefore, regardless of the fact that plaintiff's uncle insured the vehicle under his name in his own insurance policy, the required security was not "in effect" because no owner or registrant of that vehicle was insured under a PIP policy. Even if it did not make this much clear in its opinion, this is the legal and statutory analysis on which the conclusion in *Barnes* is correctly founded.

As Defendant demonstrated, the clear and express policy behind the no-fault act places the ultimate responsibility upon those who own motor vehicles. Defendant also demonstrated the legal obstacles and practical difficulties that exist if vehicle owners were able to satisfy their obligations by arranging insurance on vehicles through another person who has no interest in the vehicle. These issues appear to have been considered by the legislature, which crafted the scope of universal coverage in such a way so that the full force and scope of the security required by MCL 500.3101 is only ever "in effect" when at least one owner or registrant is insured under a policy providing personal protection insurance

coverage. This conclusion is not only justified by the well-established public policy behind the act, it is required by the plain language of the act itself.

The *Barnes* conclusion is correct: the security required by MCL 500.3101 is not "in effect" with respect to a vehicle if none of that vehicle's owners or registrants are insured under a policy providing personal protection insurance coverage that comports with the minimum requirements of Michigan law. Because the vehicle's sole owner and registrant in this case, Matthew Dye, did not personally have coverage for personal protection insurance, the security required by MCL 500.3101 was not in effect with respect to his vehicle, and he is therefore excluded from payment of PIP benefits under MCL 500.3113(b).

CONCLUSION AND RELIEF REQUESTED

For these reasons, and for the reasons set forth by defendant, *Amicus* MDTC requests that this Court affirm the Court of Appeals and hold that plaintiff is statutorily precluded from being paid PIP benefits under MCL 500.3113(b).

Respectfully submitted,

HEWSON & VAN HELLEMONT, P.C.

Dated: June 1, 2018

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