STATE OF MICHIGAN

COURT OF APPEALS

CITIZENS INSURANCE COMPANY,

Plaintiff-Appellant,

v

ALLSTATE INSURANCE COMPANY,

Defendant-Appellee.

UNPUBLISHED
October 1, 1999

No. 212721
St. Clair Circuit Court
LC No. 96-001635 CK

Before: Doctoroff, P.J., and Holbrook, Jr. and Kelly, JJ.

PER CURIAM.

Plaintiff appeals as of right from an order granting defendant's motion for summary disposition. We affirm.

Deanna Greer and her brother, John Greer (the claimants) were injured in a motor vehicle accident. The claimants were uninsured at the time of the accident. The claimants' mother owned a vehicle that was insured by a policy issued to her by plaintiff. Plaintiff provided personal protection insurance (PIP) benefits to the claimants pursuant to MCL 500.3114(1); MSA 24.13114(1) because they were resident relatives of the named insured. Plaintiff brought an action against defendant, the insurer of a vehicle owned by the claimants' sister, Tina Wcislo, arguing that because the claimants were resident relatives of Wcislo, defendant should provide half the PIP benefits. However, because the policy was issued to Wcislo's boyfriend, who did not live with the claimants, defendant refused to provide coverage.

The trial court granted summary disposition to defendant, ostensibly pursuant to MCR 2.116(C)(8). However, because the trial court noted that it considered documentary evidence, the motion was more properly considered pursuant to MCR 2.116(C)(10). An order granting summary disposition under the wrong court rule may be reviewed under the correct rule. *Shirilla v City of Detroit*, 208 Mich App 434, 437; 528 NW2d 763 (1995). Therefore, we review the trial court's decision de novo to determine whether any genuine issue of material fact exists that would prevent entering judgment for defendant as a matter of law. *Morales v Auto-Owners Ins Co*, 458 Mich 288, 294; 582 NW2d 776 (1998). We review questions of statutory interpretation de novo. *State*

Defender Union Employees v Legal Aid & Defender Ass'n of Detroit, 230 Mich App 426, 431; 584 NW2d 359 (1998).

The no-fault act is remedial in nature and must be liberally construed in favor of the persons intended to benefit from it. *Turner v ACIA*, 448 Mich 22, 28; 528 NW2d 681 (1995). However, despite a mandate that a statute be liberally construed, the statute's clear and unambiguous requirements cannot be ignored. *Vugterveen Systems, Inc v Olde Millpond Corp*, 454 Mich 119, 121; 560 NW2d 43 (1997); *Brown Plumbing & Heating, Inc v Homeowner Construction Lien Recovery Fund*, 442 Mich 179, 185; 500 NW2d 733 (1993). If the language of the statute is certain and unambiguous, judicial construction is neither required nor permitted, and courts must apply the statute as written. *Turner*, *supra* at 27. Here, the language of the statute is unambiguous, and applied as written, the policy defendant issued to Wcislo's boyfriend cannot be extended to provide PIP coverage to the claimants.

MCL 500.3114(1); MSA 24.13114(1) provides that "a personal protection insurance policy described in section 3101(1) applies to accidental bodily injury to the person named in the policy, the person's spouse, and a relative of either domiciled in the same household, if the injury arises from a motor vehicle accident." Plaintiff argues that defendant is responsible for half of the PIP benefits plaintiff paid to the claimants because the claimants were resident relatives of Wcislo, the owner of the vehicle covered by a policy issued by defendant. However, Wcislo was not the named insured of the policy issued by defendant. Although the claimants' sister was the owner of the vehicle covered by a no-fault policy, that policy was issued by defendant to her boyfriend, not to her, and she was therefore not a named insured.[1] To allow PIP coverage to extend not only to the girlfriend of the named insured but to any relative domiciled with her "would expand the insurer's exposure to a point beyond justifiable limits." *Transamerica Ins Corp of America v Hastings Mutual Ins Co*, 185 Mich App 249, 254; 460 NW2d 291 (1990).

The claimants were not named in the policy, married to the named insured, or related to the named insured. Therefore, according to the plain language of MCL 500.3114(1); MSA 24.13114(1), the policy issued by defendant to the claimants' sister's boyfriend did not apply to the claimants and the claimants were not entitled to PIP benefits under the policy. Therefore, the trial court correctly granted summary disposition in favor of defendant.

Affirmed.

/s/ Martin M. Doctoroff
/s/ Donald E. Holbrook, Jr.
/s/ Michael J. Kelly

[1] This Court has held that even a person listed in a policy as a designated driver of a vehicle covered by the policy, but not listed as the named insured, is not a "person named in the policy" for purposes of PIP coverage under § 3114(1). *Cvengros v Farm Bureau Ins*, 216 Mich App 261, 264; 548 NW2d 698 (1996); *Harwood v Auto-Owners Ins Co*, 211 Mich App 249, 252-253; 535 NW2d 207 (1995).