

STATE OF MICHIGAN
COURT OF APPEALS

HASTINGS MUTUAL INSURANCE COMPANY,

Plaintiff-Appellant,

v

LAKISHA D. COLE,

Defendant,

and

STATE FARM INSURANCE COMPANY,

Defendant-Appellant.

UNPUBLISHED

February 15, 2000

No. 216995

Calhoun Circuit Court

LC No. 97-001609-CZ

Before: O'Connell, P.J., and Meter and T. G. Hicks*, JJ.

PER CURIAM.

Plaintiff Hastings Mutual Insurance Company appeals as of right from the trial court's order granting the motion for summary disposition filed by defendant State Farm Insurance Company. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Lakisha Cole drove a car, which was owned by her mother, into the side of a home owned by George and Janet Born, Hastings' insureds. Hastings paid the claim for damages, which totaled \$13,130.20.

When Cole did not respond to inquiries regarding her insurance coverage, Hastings filed suit against her, seeking recovery of the benefits paid to its insureds. A default judgment was entered against Cole. State Farm appeared on behalf of Cole, moved to set aside the default judgment, and moved for summary disposition pursuant to MCR 2.116(C)(8). Cole asserted that she was immune from Hastings' claim because she was entitled to coverage under the automobile policy issued to her

* Circuit judge, sitting on the Court of Appeals by assignment.

mother by State Farm. The trial court set aside the default judgment. Hastings then filed an amended complaint seeking recovery of benefits from State Farm.

State Farm moved for summary disposition pursuant to MCR 2.116(C)(7), arguing that Hastings' claim was barred by the one-year statute of limitations in MCL 500.3145(2); MSA 24.13145(2). The trial court granted State Farm's motion, finding that an insured had no duty to act as an agent for its insurer and inform another company that coverage existed. The trial court also granted Cole's motion for summary disposition, a decision that is not at issue here.

We review a trial court's decision on a motion for summary disposition de novo. *Harrison v Olde Financial Corp*, 225 Mich App 601, 605; 572 NW2d 679 (1997).

MCL 500.3145(2); MSA 24.13145(2) provides that "[a]n action for recovery of property protection insurance benefits shall not be commenced later than 1 year after the accident." On appeal, Hastings argues that the trial court erred by granting State Farm's motion for summary disposition and contends that enforcing the statute of limitations under the facts of this case produced an unjust result. We disagree and affirm. An insurance company may be estopped from asserting the one-year statute of limitations as a bar to a claim if its own actions induced the claimant to refrain from filing suit until after the limitations period expired. See, e.g., *Cincinnati Ins Co v Citizens Ins Co*, 454 Mich 263; 562 NW2d 648 (1997). In the instant case, State Farm did not take steps to induce Hastings to refrain from filing suit until after the limitations period expired, and a tolling of the statute of limitations was therefore inappropriate. Although Hastings did not learn of State Farm's role as Cole's mother's insurer until after the limitations period expired, this fact does not change the propriety of summary disposition, since State Farm did nothing to prevent Hastings from gaining this knowledge. Although Cole may have lulled Hastings into believing she was uninsured by not responding to Hastings' request for insurance information, there was no evidence that she did this at State Farm's direction or with State Farm's knowledge in order to prevent Hastings from suing State Farm within the limitations period. Thus, there is no reason to impute Cole's actions to State Farm. Accordingly, summary disposition was proper. See *Secura Ins Co v Auto-Owners Ins Co*, 232 Mich App 656, 661; 591 NW2d 420 (1998), and *Cincinnati*, *supra* at 270.

Affirmed.

/s/ Peter D. O'Connell

/s/ Patrick M. Meter

/s/ Timothy G. Hicks