

STATE OF MICHIGAN
COURT OF APPEALS

JANICE NIDY,

Plaintiff-Appellee,

v

FARMERS INSURANCE EXCHANGE,

Defendant-Appellant.

UNPUBLISHED

March 18, 2004

No. 245134

Houghton Circuit Court

LC No. 02-011871-CK

Before: Zahra, P.J., and Saad and Schuette, JJ.

PER CURIAM.

Defendant appeals by leave granted the trial court's order denying its motion for summary disposition. We reverse and remand. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

I. FACTS

Plaintiff was riding as a passenger in a vehicle driven by Don Kinley, who is not a party to this case. Plaintiff was the registered owner of the vehicle, which she was selling to Kinley on installment payments, but she did not maintain insurance on the vehicle. Kinley insured the vehicle under a policy issued by defendant. Plaintiff was not named as an insured on Kinley's policy. Plaintiff sustained injuries when the vehicle hit a deer.

Plaintiff sought personal injury protection (PIP) benefits from defendant based on her status as a passenger in a vehicle insured by defendant. MCL 500.3114(4). Defendant paid plaintiff benefits for a time, but discontinued doing so. Plaintiff filed suit seeking payment of further PIP benefits. Defendant moved for summary disposition pursuant to MCR 2.116(C)(10), arguing that because plaintiff, the registered owner of the vehicle, failed to carry insurance on the vehicle as required by MCL 500.3101(1), she was not entitled to recover PIP benefits. MCL 500.3113(b). The trial court denied the motion.

II. SUMMARY OF REVIEW

We review a trial court's decision on a motion for summary disposition de novo. *Auto Club Group Ins Co v Burchell*, 249 Mich App 468, 479; 642 NW2d 406 (2001).

III. ANALYSIS

The primary goal of statutory interpretation is to ascertain and give effect to the intent of the Legislature. *Frankenmuth Mutual Ins Co v Marlette Homes, Inc*, 456 Mich 511, 515; 573 NW2d 611 (1998). If the plain and ordinary meaning of statutory language is clear, judicial construction is neither necessary nor permitted. *Cherry Growers, Inc v Agricultural Marketing & Bargaining Bd*, 240 Mich App 153, 166; 610 NW2d 613 (2000).

The owner or registrant of a motor vehicle must maintain insurance on the vehicle. MCL 500.3101(1). The “owner” of a vehicle includes a person who holds the legal title to the vehicle, MCL 500.3101(2)(g)(ii), or a person who has an immediate right of possession of a vehicle under an installment sales contract. MCL 500.3101(2)(g)(iii). More than one person can be considered the owner of a vehicle for purposes of MCL 500.3101(2)(g). *Twichel v MIC General Ins Corp*, 251 Mich App 476, 479; 650 NW2d 428 (2002). A person is not entitled to PIP benefits if he or she was the owner or registrant of a vehicle for which insurance was not maintained as required by MCL 500.3101(1). MCL 500.3113(b). An occupant of a motor vehicle who suffers injuries in an accident is entitled to receive PIP benefits from the insurer of the owner or registrant of the vehicle. MCL 500.3114(4)(a).

Defendant argues that the trial court erred by denying its motion for summary disposition. We agree. The owner of a vehicle who does not maintain insurance as required is not entitled to receive PIP benefits. MCL 500.3113(b). Plaintiff’s argument that MCL 500.3114(4)(a) entitles her to benefits because she was a passenger in the vehicle and the vehicle was insured by Kinley’s policy is not persuasive. Nothing in the plain language of MCL 500.3101(1) excuses the owner of a vehicle from maintaining insurance on the vehicle if another owner of the same vehicle has obtained such insurance. Judicial construction of the statute is neither required nor permitted under the circumstances. *Cherry Growers, supra*. [Judge reference omitted] We conclude that because plaintiff did not maintain insurance on the vehicle as required by MCL 500.3101(1), she was not entitled to further PIP benefits under the policy issued by defendant. MCL 500.3113(b).

Plaintiff’s argument that defendant was estopped from denying her further benefits is without merit. The elements of a claim of promissory estoppel are: (1) a promise; (2) that the promisor should reasonably have expected to induce action of a definite and substantial character on the part of the promisee; (3) which in fact produced reliance or forbearance of that nature; and (4) in circumstances such that the promise must be enforced if injustice is to be avoided. *Marrero v McDonnell Douglas Capital Corp*, 200 Mich App 438, 442; 505 NW2d 275 (1993). Plaintiff has failed to allege that defendant made any promise to her that induced her to forbear any of her rights, or that she acted in reliance on such a promise.

Reversed and remanded. We do not retain jurisdiction.

/s/ Brian K. Zahra
/s/ Henry William Saad
/s/ Bill Schuette