

STATE OF MICHIGAN
COURT OF APPEALS

MEEMIC INSURANCE SERVICES
CORPORATION,

Plaintiff-Appellant,

v

ROLLING FRITO-LAY SALES LIMITED
PARTNERSHIP,

Defendant-Appellee.

UNPUBLISHED
February 16, 2012

No. 300624
Oakland Circuit Court
LC No. 2009-106149-CZ

Before: SERVITTO, P.J., and TALBOT and K. F. KELLY, JJ.

MEMORANDUM.

MEEMIC Insurance Services Corporation (“MEEMIC”) appeals as of right the trial court’s order granting Rolling Frito-Lay Sales Limited Partnership’s (“Rolling Frito-Lay”) motion for summary disposition.¹ We affirm.

At oral argument, counsel for MEEMIC appropriately conceded that Michigan’s no-fault law controls and that MCL 500.3116(2) applied. MEEMIC, however, continued to assert that reimbursement was appropriate under § 3116(2) as “reimbursement for personal protection insurance benefits . . . shall be made only if recovery is realized upon a tort claim arising from an accident occurring outside this state[.]” Because the claim being advanced by MEEMIC is not a tort claim, but is instead a claim for reimbursement of personal injury protection (PIP) no-fault benefits paid, the trial court properly granted Rolling Frito-Lay’s motion for summary disposition.

Affirmed.

/s/ Deborah A. Servitto
/s/ Michael J. Talbot
/s/ Kirsten Frank Kelly

¹ MCR 2.116(C)(8) and (C)(10).