STATE OF MICHIGAN

COURT OF APPEALS

The Estate of ROBERT ARDT, a Legally Incapacitated Person, by his Coguardians, RITA ARDT and CHRISTINE SPAULDING, RAINBOW REHABILITATION CENTER, NEW START, INC., and BROE REHABILITATION SERVICES, INC.,

Plaintiffs-Appellants,

v

TITAN INSURANCE COMPANY, a Michigan corporation,

Defendant-Appellee.

FOR PUBLICATION
February 2, 1999
9:30 a.m.

No. 201739
Wayne Circuit Court
LC No. 96-631863 NF

Before: Hoekstra, P.J., and Cavanagh and O'Connell, JJ.

O'CONNELL, J.

Plaintiffs appeal as of right from the trial court's order granting summary disposition pursuant to MCR 2.116(C)(10) in favor of defendant. We reverse and remand for further proceedings.

On July 10, 1995, Robert Ardt suffered severe injuries from an accident that occurred while he was driving a pickup truck. Plaintiff Rita Ardt, Robert's mother and coguardian, was the title owner the truck, a 1985 Chevy S10, and also of a 1987 Ford Escort. The Escort was insured through Rita's policy with defendant, but the pickup truck was not insured at all. Because Robert lived with Rita at the time of the accident, his guardians filed an insurance claim on his behalf under her policy, seeking first party no-fault personal protection benefits. Defendant denied the claim, on the ground that Robert was the owner of the uninsured vehicle involved in the accident and accordingly was precluded by law from receiving the benefits.

Robert's guardians brought suit, maintaining that Robert was not the owner of the truck and was therefore entitled to the benefits. In addition, plaintiffs Rainbow Rehabilitation Center, New Start, Inc., and Broe Rehabilitation Services, Inc. sued defendant for payment for services they rendered to Robert, the former two arguing that promissory estoppel barred defendant from denying their claims, the latter seeking payment as a third-party beneficiary of the contract

and arrangement of the statute without straining or refinement, and the expressions used are to be taken in their natural and ordinary sense." *Gross v General Motors Corp*, 448 Mich 147, 160; 528 NW2d 707 (1995).

The statutory provisions of concern here operate to prevent users of motor vehicles from obtaining the benefits of personal protection insurance without carrying their own insurance through the expedient of keeping title to their vehicles in the names of family members. Because we infer from these provisions that they were enacted in furtherance of the sound public policy imperative that users of motor vehicles maintain appropriate insurance for themselves as indicated by their actual patterns of usage, we hold that "having the use of" a motor vehicle for purposes of defining "owner," MCL 500.3101(2)(g)(i); MSA 24.13101(2)(g)(i), means using the vehicle in ways that comport with concepts of ownership. The provision does not equate ownership with any and all uses for thirty days, but rather equates ownership with "having the use of" a vehicle for that period. Further, we observe that "having the use of" appears in tandem with references to renting or leasing. These indications imply that ownership follows from *proprietary* or *possessory* usage, as opposed to merely incidental usage under the direction or with the permission of another.[1] Under this reading of the statutory definition, the spotty and exceptional pattern of Robert's usage to which Rita attested may not be sufficient to render Robert an owner of the truck. However, the regular pattern of unsupervised usage to which the defense witness attested may well support a finding that Robert was an owner for purposes of the statute. Accordingly, there remains a genuine issue of material fact for resolution at trial, rendering summary disposition on this issue inappropriate.

Plaintiffs extend their argument against Robert's ownership of the truck by emphasizing that MCL 500.3113(b); MSA 24.13113(b) states that it is "the owner" of an uninsured motor vehicle who comes under the exclusion, arguing that the use of the definite article indicates the legislative intention to exclude only the primary owner. We disagree. This Court has specifically identified multiple owners of a motor vehicle for purposes of MCL 500.3101(2)(g); MSA 24.13101(2)(g). *Integral Ins Co v Maersk Container Service Co, Inc,* 206 Mich App 325, 332; 520 NW2d 656 (1994). Further, in reading this state's statutory language, "[e]very word importing the singular number only may extend to and embrace the plural number, and every word importing the plural number may be applied and limited to the singular number." MCL 8.3b; MSA 2.212(2). Had the Legislature intended the exclusionary effect of MCL 500.3113(b); MSA 24.13113(b) to apply to only a single primary owner for each vehicle, it would have had to indicate that intention more clearly than by use of the definite article in this instance. We hold that where an uninsured motor vehicle involved in an accident has more than one owner, all the owners come under the statutory exclusion for personal protection benefits.

Plaintiffs next argue that summary disposition was inappropriate because there was a genuine issue of material fact concerning whether promissory estoppel barred defendant from denying Rainbow and New Start payment for services rendered to Robert. We agree. The elements for 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 promisee, (3) which in fact produced reliance or forbearance of that nature, and (4) in circumstances such