STATE OF MICHIGAN

COURT OF APPEALS

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff-Appellant,	FOR PUBLICATION March 12, 1999 9:15 a.m.
v	No. 205260 Wayne Circuit Court
OLD REPUBLIC INSURANCE COMPANY, Defendant-Appellee.	LC No. 97-714086 CZ

Before: Neff, P.J., and Kelly and Hood, JJ.

PER CURIAM.

Plaintiff appeals as of right from an order granting defendant summary disposition pursuant to MCR 2.116(C)(10) in this insurance case. We reverse and remand.

I

This case stems from an accident which occurred when Ibrahim Mroue, while operating a rented truck, struck real and personal property owned by Mroue's business. The accident caused $61,879.81 worth of damage which plaintiff paid to Mroue. Upon payment, plaintiff became subrogated to the rights of Mroue against defendant, the insurer of the truck. Plaintiff filed a complaint alleging that the automobile insurance policy the rental company had on the truck should provide indemnification to plaintiff for the amount it paid to Mroue for the damage to the real property.[1]

Defendant filed a motion for summary disposition asserting that pursuant to § 3123(1)(b) of the No-Fault Act, MCL 500.3123(1)(b); MSA 24.13123(1)(b), Mroue was precluded from coverage because Mroue owned the property that was damaged, he was the named person under the property protection insurance coverage through defendant, and he was the operator of the vehicle which caused the damage. Defendant further argued that because Mroue could not recover from defendant, neither could plaintiff, as Mroue's subrogee.

In response, plaintiff argued that Mroue was not "named" in defendant's policy and that, therefore, the no-fault property protection benefits exclusion contained in § 3123(1)(b) did not

B

A fundamental rule of statutory construction is to ascertain the purpose and intent of the Legislature. *Farrington v Total Petroleum, Inc*, 442 Mich 201, 212; 501 NW2d 76 (1993). In ascertaining the purpose and intent of the Legislature, courts must first look to the language of the statute itself, because the Legislature is presumed to have intended the meaning it plainly expressed. *Indenbaum v Michigan Bd of Medicine*, 213 Mich App 263, 270; 539 NW2d 574 (1995). If the plain and ordinary meaning of the language is clear, judicial construction is normally neither necessary nor permitted. *Id.*. In addition, the entire no-fault act "must be read, and the interpretation to be given to a particular word in one section arrived at after due consideration of every other section so as to produce, if possible, a harmonious and consistent enactment as a whole." *Michigan Mutual Ins Co v Farm Bureau Ins Group*, 183 Mich App 626, 632; 455 NW2d 352 (1990). *Id.*

In at least three previous cases, this Court has held that the phrase "the person named in the policy" is synonymous with the term "named insured." See *Cvengros v Farm Bureau Insurance*, 216 Mich App 261; 548 NW2d 698 (1996), *Transamerica Ins Corp of America v Hastings Mutual Ins Co*, 185 Mich App 249; 460 NW2d 291 (1990), and *Dairyland Ins Co v Auto-Owners Ins Co*, 123 Mich App 675; 333 NW2d 322 (1983). We find that this interpretation of the phrase "person named in a policy" for purposes of MCL 500.3123(1)(b); MSA 24.13123(1)(b) will not conflict with other portions of the statute which contain the same phrase, and will be construed consistently throughout the act. See *Michigan Mutual Ins Co, supra* at 632; *Wright, supra* at 245.

C

Turning to the facts before us, we note that the rental agreement between Mroue and Andrew Chair Rental, the "dispatching dealer," designates Mroue as the driver. Defendant's addendum to Ryder's policy clearly indicates that Mroue was not a "named insured." To the contrary, the addendum clearly indicates that the renter, Mroue, rents from the named insured. Accordingly, we hold that Mroue was not a named insured and, as a result, he was not a "person named in the policy." *Cvengros, supra*, 216 Mich App 264; *Transamerica Ins Corp of America, supra*, 185 Mich App 254; *Dairyland, supra*, 123 Mich App 686. Because plaintiff is not precluded from recovery under § 3123(1)(b), the trial court erred in granting defendant's motion for summary disposition.

III

Because of the disposition of this issue, it is unnecessary for this Court to address plaintiff's remaining issue.