STATE OF MICHIGAN

COURT OF APPEALS

DEPARTMENT OF SOCIAL SERVICES,

Plaintiff-Appellee,

v No. 107100

AMERICAN COMMERCIAL LIABILITY INSURANCE COMPANY,

Defendant-Appellant,

and

STATE FARM INSURANCE COMPANY and ALLSTATE INSURANCE COMPANY,

Defendants-Appellees.

Before: MacKenzie, P.J., and Weaver and E. A. Quinnell,* JJ.

PER CURIAM

Defendant American Commercial Liability Insurance Company appeals as of right from a circuit court order which granted summary disposition in favor of co-defendants State Farm Insurance Company and Allstate Insurance Company. We affirm.

On August 22, 1985, while Gerald Wilson was driving a motorcycle owned by a friend, with Monique Wilson as a passenger, Monique was killed and Gerald was injured in an accident with an uninsured motorist. Pursuant to MCL 400.105; MSA 16.490(15), the Department of Social Services paid $122,275.49 in medical bills for Monique and Gerald.

Monique and Gerald were insured as relatives domiciled in the household of their aunt, Mary Taylor, under three separate no-fault insurance policies which Mary Taylor had purchased for the insurance coverage of her three motor vehicles. The three insurers are the three defendants herein.

After DSS sought subrogation against the three no-fault insurers pursuant to MCL 400.106(1)(b)(ii)(b); MSA 16.490(16)(b)(ii)(b), the trial court granted summary disposition in favor of

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

co-defendants State Farm Insurance Company and Allstate Insurance Company pursuant to MCR 2.116(C)(10). The basis for the court's decision was that the insurance policies of both co-defendant insurers called for a coordination of medical benefits under the no-fault statute pursuant to MCL 500.3109a; MSA 24.13109(1), whereas the insurance policy of defendant-appellant American Commercial Liability Insurance Company did not.

We agree with the trial court's decision. State Farm and Allstate both had coordination of benefits clauses in their policies which allowed the policyholder to pay a lower premium. American Commercial did not have a coordination of benefits clause in its policy. By operation of the coordination of benefits clauses, State Farm and Allstate were made secondary insurers and American Commercial became the primary insurer. MCL 500.3109a; MSA 24.13109(1); MCL 3115(2); MSA 24.13115(2); Auto-Owners Ins Co v Farm Bureau Mutual Ins Co, 171 Mich App 46, 49-53; ___ NW2d ___ (1988). As the primary insurer, American Commercial is solely responsible for the amount owed to DSS. Auto-Owners, supra.

Because it would not have been possible for American Commercial to support its claim at trial, there existed no genuine issue of material fact and the trial court properly granted summary disposition pursuant to MCR 2.116(C)(10). Bardoni v Kim, 151 Mich App 169, 175; 390 NW2d 218 (1986), lv den 426 Mich 863 (1986).

Affirmed.

/s/ Barbara B. MacKenzie
/s/ Elizabeth A. Weaver
/s/ Edward A. Quinnell