

STATE OF MICHIGAN
COURT OF APPEALS

JAMES F. ROWLEY,

APR 18 1990

Plaintiff-Appellant,

v

No. 115761

AUTO-OWNERS INSURANCE COMPANY,

Defendant-Appellee.

Before: Maher, P.J., and Gribbs and Murphy, JJ.

PER CURIAM.

Plaintiff appeals by right from a circuit court order granting defendant's motion for summary disposition. We affirm.

The issue on appeal is whether §3113(b) of Michigan's No Fault Insurance Act, MCL 500.3101 et seq; MSA 24.13101 et seq, is unconstitutional. A second issue, concerning whether the trial court lacked adequate facts to reach a decision in this case, was waived at oral argument.

Plaintiff contends that §3113(b) is unconstitutional because there is no rational basis for the Legislature's exclusion of uninsured motorcyclists from recovering benefits under the no fault act. Section 3113(b) provides:

A person is not entitled to be paid personal protection insurance benefits for accidental bodily injury if at the time of the accident any of the following circumstances existed:

* * *

(b) The person was the owner or registrant of a motor vehicle or motorcycle involved in the accident with respect to which the security required by section 3101 or 3103 was not in effect. [MCL 500.3113(b); MSA 24.13113(b)]

In this case, it is undisputed that plaintiff did not have the property damage and public liability insurance coverage mandated by §§3101 or 3103. Plaintiff argues, however, that §3113(b) violates the Due Process and Equal Protection Clauses of

the Michigan and United States Constitutions because insured and uninsured motorcyclists are treated differently under this section. Under the statute, motor vehicles are required to purchase personal protection insurance as well as property damage and public liability insurance in order to be eligible for PIP benefits. Motorcyclists are not required to purchase personal protection insurance under the no-fault scheme, but those motorcyclists who fail to purchase property damage and public liability insurance are excluded from PIP benefits.

A reasonable relationship test is used when the no-fault insurance act is challenged on the grounds that a particular provision violates due process and equal protection. Shavers v Attorney General, 402 Mich 554, 613; 267 NW2d 72 (1978), reh den 403 Mich 958 (1978); cert den 442 US 934 (1978); Gersten v Blackwell, 111 Mich App 418, 422-423; 314 NW2d 645 (1982), lv den 414 Mich 947 (1982). Under the reasonable relationship test, the legislation and the legislative classification must bear a rational relationship to a legitimate governmental interest. In applying the reasonable relationship test, the courts accord a presumption of constitutionality to the legislation. Shavers, 402 Mich at 613; Gersten, 111 Mich App at 422-423.

Michigan's no-fault insurance act is a compulsory insurance system which was executed to insure adequate and prompt compensation to those insured in motor vehicle accidents. Shavers, 402 Mich at 579; Wright v League General Ins Co, 167 Mich App 238, 242; 421 NW2d 647 (1988). All owners and registrants of a motor vehicle or motorcycle must maintain insurance required by the no-fault act. MCL 500.3101(1); MSA 24.13101(1), MCL 500.3103(1); MSA 24.13103(1). Section 3113(b) reflects the Legislature's intent to preclude the owners and registrants for uninsured motor vehicles or uninsured motorcycles from recovering benefits under the Act. Childs v American

Commercial Liability Ins Co, 177 Mich App 589, 592; 443 NW2d 173 (1989), lv den 433 Mich 897 (1989); DeSot v Auto Club Ins Ass'n, 174 Mich App 251, 256; 435 NW2d 442 (1988). The Legislature's statutory distinction for the recovery of benefits under the no-fault insurance act as to uninsured owners and registrants is a valid classification designed to encourage compliance with the act's insurance requirements. Lewis v Farmers Ins Group, 154 Mich App 324, 327; 397 NW2d 297 (1986).

Affirmed.

/s/ Richard M. Maher
/s/ Roman S. Gribbs
/s/ William B. Murphy