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STATE OF MICHIGAN
COURT OF APPEALS

FARMERS INSURANCE GROUP,

Plaintiff-Appellant and
Cross Appellee,

SEP 05 1990

v

No. 110431

SEP 19 1990

HOME MUTUAL INSURANCE COMPANY,

Defendant-Appellee and
Cross Appellant, and

LILY LYNCH,

Defendant.

Before: Wahls, P.J., and Marilyn Kelly and G.S. Allen, Jr.,* JJ.

PER CURIAM.

Lily Lynch was seriously injured in an automobile accident on September 30, 1983. Farmers Insurance Group, the insurer of the automobile Lynch was driving began paying Lynch's no fault insurance benefits, and on April 23, 1984, commenced a declaratory judgment action in Genessee Circuit Court against Home Mutual Insurance Company. Home Mutual was the insurer of automobiles owned by Lynch's husband. The priority dispute between Farmers and Home Mutual was eventually resolved on the basis of the Supreme Court's decision in Michigan Mutual Ins Co v Allstate Ins Co, 426 Mich 346; 395 NW2d 192 (1986). Pursuant to the trial court's order, Home Mutual reimbursed Farmers on December 10, 1987, in an amount equal to fifty percent of the total benefits paid to Lynch by Farmers. Farmers appeals by right from the trial court's July 8, 1988, order awarding prejudgment interest on benefits paid after commencement of the action only from the date the benefits were paid, rather than from the date the action was commenced. We Affirm.

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

Interest on a money judgment in a civil action is awarded "from the date of filing the complaint to the date of satisfaction of the judgment." MCL 600.6013(4); MSA 27A.6013. The purpose of prejudgment interest is to compensate the prevailing party for the delay in recovering money damages. McCahill v Commercial Ins Co, 179 Mich App 761, 777, n 1; 446 NW2d 579 (1989). Compensation of a party for the costs and expenses of litigation is not a purpose of prejudgment interest. Id. Compensation for those items is expressly provided for elsewhere. See, e.g., MCR 2.625. We therefore conclude that the trial court properly followed this Court's decision in Central Michigan University Faculty Assn v Stengren, 142 Mich App 455, 461; 370 NW2d 383 (1985), lv den 425 Mich 854 (1986), and awarded Farmers prejudgment interest on benefits paid after commencement of the action only from the date the benefits were paid. But see Om-El Export Co, Inc v Newcor, Inc, 154 Mich App 471, 482; 398 NW2d 440, lv den 426 Mich 879 (1986) (certified conflict; consideration of conflict denied). Farmers did not suffer any loss of use of funds for which interest could accrue until the benefits were paid.

Affirmed.

/s/ Myron H. Wahls
/s/ Marilyn J. Kelly
/s/ Glenn S. Allen, Jr.