STATE OF MICHIGAN

COURT OF APPEALS

MICHIGAN MUTUAL INSURANCE COMPANY,
subrogee of SALLY M. LOUTON,

August 13, 1992

Plaintiff-Appellee,

v

No. 119231

NATHANIEL WILSON,

Defendant-Appellant.

UNPUBLISHED

Before: Brennan, P.J., and MacKenzie and T.M. Burns,* JJ.

PER CURIAM.

After a bench trial, the trial court entered judgment for plaintiff in the amount of $85,513.81. Defendant appeals as of right. We affirm.

In August of 1984 Steve Louton was leaving a Michael Jackson concert at the Pontiac Silverdome when his motorcycle collided with an automobile driven by defendant. Defendant had no insurance. Louton had no insurance on the motorcycle which would pay for his injuries. His mother, Sally M. Louton, had a no-fault policy with plaintiff covering her automobiles and members of her household. After paying Louton no-fault benefits, plaintiff filed this action under MCL 500.3177; MSA 24.13177.

Defendant first contends that the trial court denied him a fair trial, by preventing him from introducing evidence of fault. We agree with the trial court that fault was irrelevant.

In the case of a motorcycle-automobile collision, the no-fault statute provides for no-fault benefits to be paid to the motorcyclist by the automobile's insurer, with the motorcyclist's insurer providing only backup coverage. MCL 500.3114(5); MSA 24.13114(5). Thus had defendant been insured either as owner or as operator of the automobile, his insurer would have been liable for Louton's no-fault benefits.

In the case of an uninsured motorist, the statute provides:

> An insurer obligated to pay personal protection insurance benefits ... arising out of the ownership ... or use of an uninsured motor vehicle ... may recover such benefits paid ... from the owner or registrant of the uninsured motor vehicle. [MCL 500.3177; MSA 24.13177]

This recovery under this provision is without regard to fault. Auto-Owners Ins Co v Biddis, 107 Mich App 173; 123 NW2d 665 (1981). Therefore the trial court did not deny defendant a fair trial by precluding him from litigating an irrelevant issue: who was at fault.

Defendant argues that the trial court erred in denying his motion for a directed verdict, and that the trial court clearly erred in finding the facts warranted judgment for plaintiff. We disagree.

Defendant's admissions that he owned the automobile involved and that he had no insurance provided the evidence on these two points. Defendant contends that plaintiff failed to prove its case by not establishing that it was obligated to pay benefits to Louton as the statute requires. See MCL 500.3177; MSA 24.13177. Defendant points out that no insurance contract was admitted into evidence.

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

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While the contract would have been powerful evidence of an obligation to pay, we do not agree that its admission was required. Considering the testimony of both Louton and defendant's employee, there was sufficient evidence for the trial court to have found that plaintiff had been obliged to pay the benefits. Thus the directed verdict was properly denied. Defendant having presented no evidence to the contrary on this issue, we find no clear error in the trial court's finding that plaintiff was in fact obligated to pay.

Affirmed.

/s/ Thomas J. Brennan
/s/ Barbara B. MacKenzie
/s/ Thomas M. Burns

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