

STATE OF MICHIGAN
COURT OF APPEALS

FARM BUREAU INSURANCE GROUP,
Plaintiff-Appellee,

v

CHARLOTTE CHAIR COMPANY,
Defendant-Appellant,

and

SHARI PERSONS,
Defendant.

September 21, 1992
9:00 a.m.
FOR PUBLICATION

No. 130290

Before: Weaver, P.J., and Wahls and Taylor, JJ.

PER CURIAM

Defendant Shari Persons was injured in an auto accident on October 4, 1984. At the time Persons was covered by a no-fault insurance policy issued by plaintiff, Farm Bureau Insurance Group. This policy contained a coordination of benefits clause, MCL 500.3109a; MSA 24.13109(1), which subordinated plaintiff's policy to any other health and accident insurance or plan. Persons was also covered by defendant, Charlotte Chair Company, which had an employee benefit plan that provided it was subordinate to injuries covered by a policy of no-fault insurance.

On October 25, 1988, plaintiff filed suit against Charlotte and Persons seeking reimbursement for medical expenses mistakenly paid by plaintiff. The trial court granted summary disposition in favor of plaintiff. Charlotte now appeals. We reverse.

Charlotte argues that plaintiff's claim was barred by the one-year limitation contained in the no-fault act, MCL 500.3145(1); MSA 24.13145(1). We agree. This court has recently held that this one-year period of limitation applies to an action brought by a no-fault insurer against a health insurer for reimbursement of medical expenses paid by the no-fault insurer to an insured. Auto Club Ins Ass'n v New York Life Ins Co, 187 Mich App 276; 466 NW2d 711 (1991). Here, Charlotte, a self-insurer, is a health insurer.

Thus, plaintiff's claim is barred by the statute of limitations. We reverse the order granting summary disposition to plaintiff, and grant summary disposition in favor of defendant. We do not retain jurisdiction.

/s/ Elizabeth A. Weaver
/s/ Myron H. Wahls
/s/ Clifford W. Taylor