STATE OF MICHIGAN

COURT OF APPEALS

LINDA SZABO,

Plaintiff-Appellant,

v

AUTO CLUB INSURANCE ASSOCIATION,

Defendant-Appellee.

September 22, 1993

No. 147579
LC No. 91 103 990 CK

Before: Doctoroff, C.J., and Michael J. Kelly and Gribbs, JJ.

PER CURIAM.

Plaintiff appeals as of right from a December 9, 1991, order of the circuit court granting summary disposition to defendant pursuant to MCR 2.116(C)(10). We affirm.

On February 20, 1990, plaintiff, Linda Szabo, was severely injured in a single-car automobile accident which occurred in Culpepper, Virginia. At the time of the accident, plaintiff was temporarily living in Virginia, exploring career options and the possibility of relocating her family to that state. Plaintiff's husband, George Szabo, remained in Inkster, Michigan. Plaintiff's 1989 Ford Probe was registered in Virginia, and insured in Virginia with Aetna Insurance Company. Her husband's 1987 Ford automobile was insured by defendant.

Following the accident, plaintiff brought this action seeking personal protection insurance benefits under her husband's policy with defendant. Defendant's motion for summary disposition was granted pursuant to MCR 2.116(C)(10).

Plaintiff contends that as George's spouse she is entitled to no-fault benefits for her injuries pursuant to MCL 500.3111; MSA 24.13111. Defendant argues that plaintiff is precluded from recovering benefits under MCL 500.3113; MSA 24.13113.

We believe that this Court's recent decision in Wilson v League General Insurance Co., 195 Mich App 705; 491 NW2d 642 (1992), lv den 442 Mich 855 (1993) is dispositive of the issue raised in this matter. Therefore, we affirm.

In Wilson, the plaintiff was severely injured in a single-car automobile accident. At the time of the accident, the plaintiff was attending college in Texas, but considered herself to be a permanent resident in her mother's home in Michigan. While in Texas, the plaintiff purchased the car involved in the accident. She did not obtain insurance for the vehicle. The plaintiff's mother was insured by a no-fault insurance policy issued by the defendant League General. The plaintiff claimed she was entitled to no-fault benefits under MCL 500.3111; MSA 24.13111 as a resident relative. This Court disagreed:

> We reject plaintiff's interpretation of §3113(b) and MCL 257.216; MSA 9.1916. The Legislature is presumed to have intended the meaning plainly expressed in the statute. If the meaning of statutory language is clear, judicial construction is unnecessary and not permitted. Rosner v Michigan Mutual Ins Co., 189 Mich App 229, 231; 471 NW2d 923 (1991).
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> The language of §3113(b) clearly and unambiguously states that the owner of a vehicle involved in an accident, where the vehicle had no security required by §3101 at the

time of the accident, is not entitled to personal protection insurance benefits. See Coffey v State Farm Mutual Automobile Ins Co., 183 Mich App 723, 730; 455 NW2d 740 (1990); Childs, supra . MCL 257.216; MSA 9.1916 does not specifically limit the requirements of §3113(b) of the no-fault act only to cars driven on Michigan Highways. Because the language of §3113(b) is unambiguous, we will not read additional provisions into the language. Further, to so interpret the language would produce the absurd result that a person who is covered by a no-fault policy in this state could own and fail to insure several other vehicles in other states and still be permitted to recover under the one insurance policy for accidents occurring in the other states ivolving the vehicles for which security had not been obtained. [Wilson, supra at 709.]

Under Wilson, plaintiff is not entitled to personal protection insurance benefits. Therefore, summary disposition was properly granted in favor of defendant.

Affirmed.

/s/ Martin M. Doctoroff
/s/ Michael J. Kelly
/s/ Roman S. Gribbs