

STATE OF MICHIGAN
COURT OF APPEALS

CITIZENS INSURANCE COMPANY, as
subrogee of MESSINA TRUCKING
COMPANY, MICHIGAN BELL TELEPHONE
COMPANY, and STATE OF MICHIGAN

Plaintiffs-Appellees,

November 1, 1993
9:15 a.m.

and

MESSINA TRUCKING COMPANY,

Plaintiff,

v

No. 141399
L.C. No.88-4821-NP

PEZZANI & REID EQUIPMENT
COMPANY, INC., a Michigan
corporation, and GRESEN
MANUFACTURING COMPANY, INC.,
a foreign corporation,

Defendants-Appellants,

and

CHELSEA INDUSTRIES, INC., a
foreign corporation, REFER
TRUCKS, INC., a Michigan
corporation, AUTO CAR, INC., a
foreign corporation, and
EAST MANUFACTURING COMPANY, INC.,
a foreign corporation,
jointly and severally,

Defendants.

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

R. S. Gribbs, J.

By order of our Supreme Court, defendants appeal as by leave granted from the circuit court order denying defendant's motion for summary disposition. We reverse.

This case arose as a result of property damage caused by a motor vehicle accident. The vehicle, owned by Messina Trucking Company, was insured by plaintiff Citizens Insurance Company. Plaintiff paid insurance benefits to Messina, and to the State of Michigan and Michigan Bell for property damage, pursuant to its legal duty as Messina's no-fault insurer. Subsequently, plaintiff sued defendants Pezzani & Reid Equipment Company and Gresen Manufacturing Company, Inc., among others, as subrogee of Messina, on a product liability theory, seeking reimbursement for monies paid as the insurer in this case. Defendants sought summary disposition, and the trial court denied defendants' motion, stating that it was unable to conclude that plaintiff would not be able to prevail at trial.

It is well settled that:

an insurance carrier responsible for no-fault benefits may realize reimbursement from an insured's third-party tort claim only in the following situations: (1) accidents occurring outside the state, (2) actions against uninsured owners or operators, or (3) intentional torts [Great Lakes Ins v Citizens Ins, 191 Mich App 589, 596; 479 NW2d 20 (1991)].

See also Auto Club Ins Ass'n v Henley, 130 Mich App 767, 770; 344 NW2d 363 (1983); State Farm Mutual v Wyant, 154 Mich App 745, 750; 398 NW2d 517 (1986). MCL 500.3116; MSA 24.13116. Section 3116 essentially limits a no-fault insurer's right to reimbursement to recoveries from motorist tortfeasors or for intentional torts. Citizens Ins Co v Tuttle, 411 Mich 536, 545; 309 NW2d 174 (1981). The provisions of MCL 500.3116; MSA 24.13116, also explicitly apply to property protection insurers. MCL 500.3127; MSA 24.13127.

None of the circumstances which allow reimbursement under §3116 are involved in this case. The accident at issue did not occur out of state, or involve either an uninsured motorist or an intentional tort. The statutory language is clear and unambiguous. A common-sense reading of sections 3116 and 3127 convinces us that plaintiff may not seek reimbursement for property protection benefits paid in this case.

Reversed.

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