

STATE OF MICHIGAN
COURT OF APPEALS

TRACY KATHLEEN BOWERS,
Plaintiff-Appellant,

v

AUTO CLUB INSURANCE ASSOCIATION,
Defendant-Appellee,

and

NATHAN DREW WHITTAKER and
DEPARTMENT OF STATE,
Defendants.

UNPUBLISHED
December 13, 1996

No. 187617
St. Clair County
LC No. 94-000458-NI

Before: Jansen, P. J., and Reilly and E. Sosnick,* JJ

PER CURIAM.

Plaintiff appeals by right the lower court's denial of her motion for summary disposition and its granting of defendant's motion for summary disposition. We affirm.

Plaintiff argues that although she was not named as an insured party on the insurance contract with defendant that covered her automobile, she should nevertheless be provided personal protection insurance (PIP) benefits under that policy for injuries she sustained when she was involved in an accident that did not involve her car. We disagree.

The availability of PIP benefits is controlled by MCL 500.3114; MSA 24.13114. Subsection (2) is inapplicable because it pertains to accidents involving a motor vehicle operated in the business of transporting passengers. Subsection (3) is inapplicable because it provides coverage when specified persons are injured while an occupant of a motor vehicle owned or registered by the employer. Subsection (4) merely prioritizes the liability of multiple insurers. Subsection (5) is inapplicable because it pertains to accidents involving motorcycles.

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

Thus, the only subsection left that could provide coverage to plaintiff is subsection (1). However, that subsection only entitles "the person named in the policy, the person's spouse, and a relative of either domiciled in the same household" to PIP benefits for injuries arising from a motor vehicle accident. The record shows that the company owned by plaintiff's father, American Masonry Technology, Inc., was the only named insured on the policy issued by defendant. The plain language of the statute mandates that plaintiff is not entitled to PIP benefits. *Allstate Ins Co v Citizens Ins Co*, 118 Mich App 594, 599-560; 325 NW2d 505 (1982). Thus, the trial court did not err in granting summary disposition in defendant's favor.

Plaintiff in essence asks this Court to judicially construe § 3114 so that it will include the owner of a car, insured in the name of a corporation, as a named insured in a policy covering the corporation. However, this construction would contravene the statute as enacted by our Legislature. Where the intent of the Legislature is plain from the language clearly expressed, such judicial construction is not permitted. *Turner v Auto Club Ins Ass'n*, 448 Mich 22, 27; 528 NW2d 681 (1995).

Affirmed.

/s/ Kathleen Jansen
/s/ Maureen Pulte Reilly
/s/ Edward Sosnick