STATE OF MICHIGAN

COURT OF APPEALS

STATE FARM MUTUAL INSURANCE COMPANY,

Plaintiff-Appellee,

v

CATHY A. MOORE,

Defendant-Appellant.

UNPUBLISHED
February 28, 1997

No. 190964
Wayne Circuit Court
LC No. 94-433395-CK

Before: Corrigan, C.J., and Doctoroff and R.R. Lamb,* JJ.

PER CURIAM.

Defendant Cathy A. Moore appeals by right the order granting summary disposition under MCR 2.116(C)(10) to plaintiff State Farm. We affirm.

Plaintiff contracted to provide defendant uninsured motorist coverage. The policy required defendant to notify the police within twenty-four hours about any hit-and-run accident involving defendant. The policy called for defendant to notify plaintiff within thirty days of such an accident.

Plaintiff sought a declaratory judgment that it owed defendant no duty to provide her uninsured motorist benefits following a hit-and-run accident involving defendant on February 17, 1994. The trial court granted plaintiff's motion for summary disposition after finding no genuine issue of material fact that defendant both failed to report the hit-and-run accident to the police within twenty-four hours of the accident and failed to report the accident to plaintiff within thirty days.

On appeal, defendant contends that the trial erred in concluding that she failed to comply with the conditions of her policy. We disagree. We review the grant of summary disposition de novo. *Pinckney Community Schools v Continental Casualty*, 213 Mich App 521, 525; 540 NW2d 748 (1995). When deciding a motion for summary disposition under MCR 2.116(C)(10),

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

a court must consider the pleadings, affidavits, depositions, admissions and other documentary evidence submitted by the parties. MCR 2.116(G)(2),(3); *Patterson v Kleiman*, 447 Mich 429, 434, n 6; 526 NW2d 879 (1994). The motion must identify specifically the claims that the movant believes involve no genuine issue of material fact. MCR 2.116(G)(4). The non-movant must demonstrate that, considering all documentary evidence submitted and drawing all inferences in its favor, a record might be developed that will leave open an issue upon which reasonable minds could differ. *Bertrand v Alan Ford, Inc*, 449 Mich 606, 617-618; 537 NW2d 185 (1995); *Pinckney, supra* at 525. If the proofs show no genuine issue of material fact, the court must render judgment without delay. MCR 2.116(I)(1).

Defendant contends that factual issues exist regarding whether she "reported" the accident to the police and to plaintiff within the time periods specified in the parties' policy. We disagree. An insured must comply strictly with a reasonable time period to provide notice of a claim where the applicable insurance policy explicitly states the time period. *Aldalali v Underwriters at Lloyd's London*, 174 Mich App 395, 398; 435 NW2d 498 (1989); *Monti v League Life Ins Co*, 151 Mich App 789, 799; 391 NW2d 490 (1986). Where a party fails to satisfy a condition precedent to an insurer's duty to provide coverage, the party has no cause of action against the insurer. *Hawkeye Security Ins Co v Vector Construction Co*, 185 Mich App 369, 379; 460 NW2d 329 (1990).

Defendant argues that she raised a factual issue whether she "reported" the hit-and-run to the police within twenty-four hours of the accident. The reporting requirement is clear and unambiguous; the provision only may be understood reasonably in one way. *Erickson v Citizens Ins Co*, 217 Mich App 52, 54; 550 NW2d 606 (1996); *Michigan Basic Prop Ins Ass'n v Wasarovich*, 214 Mich App 319, 322; 542 NW2d 367 (1995). When policy language is clear, courts must give terms within the policy their plain meanings and courts cannot create ambiguity where none exists. *Heniser v Frankenmuth Mut Ins Co*, 449 Mich 155, 161; 534 NW2d 502 (1995). Courts may consider dictionary definitions in giving effect to the plain meaning of a word. *Pinckney Community Schools, supra* at 528-529.

The parties' policy requires an insured to "report" a hit-and-run to the police within twenty-four hours of the accident. According to Black's Law Dictionary (6th ed), p 1300, the verb "report" means "[t]o give an account of, to relate, to tell, to convey or disseminate information." Similarly, the noun "report" is "[a]n official or formal statement of facts or proceedings." *Id.* Defendant provided the lower court with no evidence from which it could be reasonably inferred that she "reported" the hit-and-run to the police within twenty-four hours of the accident. Instead, defendant merely asked the police the procedure to report an accident. She produced no evidence that she furnished a detailed account of the accident to the police from which they prepared an official or formal statement of the facts surrounding the incident. Therefore, defendant failed to comply with a condition precedent to plaintiff's duty to provide uninsured motorist coverage. The trial court properly granted plaintiff's motion and dismissed this action under MCR 2.116(C)(10).

Defendant failed to report the hit-and-run to the police within twenty-four hours of the accident. Accordingly, we need not consider defendant's second argument that a factual issue exists whether she gave notice to plaintiff within thirty days of the accident.

Affirmed.

/s/ Maura D. Corrigan
/s/ Martin M. Doctoroff
/s/ Richard Ryan Lamb