STATE OF MICHIGAN

COURT OF APPEALS

JULIE RAE BOWREN a/k/a JULIE RAE TUCKER,

Plaintiff-Appellant,

v

ALLSTATE INSURANCE COMPANY,

Defendant-Appellee.

UNPUBLISHED
January 21, 1997

No. 190635
Berrien County
LC No. 94-002584-CK

Before: Hood, P.J., and Neff and M.A. Chrzanowski*, JJ.

MEMORANDUM.

Plaintiff brought this action against defendant, her automobile insurer, for damages arising from a breach of contract and for a declaration that the insurance policy between the parties was in effect on April 2, 1994, when plaintiff was involved in an accident. The jury found in defendant's favor. Plaintiff appeals as of right. We affirm.

Plaintiff argues that the trial court erred by failing to rule as a matter of law that defendant was required to comply with the cancellation requirements of MCL 500.3020(1)(b); MSA 24.13020(1)(b). We disagree.

This matter is controlled by *McCormic v Auto Club Ins Ass'n*, 202 Mich App 233; 507 NW2d 741 (1993). In *McCormic*, this Court concluded that summary disposition in the insurer's favor was appropriate because its renewal notice to the plaintiffs, its insureds

> was clear that the policy would expire on its own terms if plaintiffs declined the offer of renewal by failing to pay the required renewal premium in addition to the amount still owing on the original policy. Plaintiffs failed to make the payment, and the policy was not renewed. A notice of cancellation was not required. [*Id.* at 240.]

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

There was a question in the present case regarding whether plaintiff's policy was "canceled" or whether it expired for her failure to renew it. The court instructed the jury that if it found that defendant had canceled the policy, defendant was required to provide plaintiff with ten days' written notice of the cancellation as required by MCL 500.3020(1)(b); MSA 24.13020(1)(b). The court further instructed on the other hand that if the jury found that plaintiff's policy expired, defendant had no obligation to furnish plaintiff a written cancellation notice. Plaintiff argues that there was no evidence of non-renewal and, in fact, defendant delivered to her a renewal policy and a certificate of no-fault insurance, and therefore the court erred by submitting the issue to the jury. We disagree.

The evidence admitted created a question for the jury as to whether the circumstances involved a cancellation or expiration for non-renewal. The issue was properly submitted to the jury. The jury found that plaintiff failed to renew her policy, and therefore defendant was not required to provide her with a written notice of cancellation.

We note that plaintiff's reliance on *DeHaan v Marvin*, 331 Mich 231; 49 NW2d 148 (1951), is misplaced. *DeHaan* involved the start of an insurance relationship, not the continuation of that relationship, and can therefore be factually distinguished from the present case.

Affirmed.

/s/ Harold Hood
/s/ Janet T. Neff
/s/ Mary A. Chrzanowski