STATE OF MICHIGAN

COURT OF APPEALS

PRODUCTION PLATED PLASTICS, INC.,

Plaintiff-Appellant/
Cross-Appellee,

and

MICHIGAN CITY PLASTIC COMPANY, INC.,
and MICHAEL J. LADNEY, JR.,

Plaintiffs/Cross-Appellees,

v

MICHIGAN MUTUAL INSURANCE COMPANY,

Defendant-Appellee/
Cross-Appellant.

UNPUBLISHED
April 25, 1997

No. 193681
Kalamazoo Circuit Court
LC No. 90-001802-CE

Before: Taylor, P.J., and Hood and Gribbs, JJ.

PER CURIAM.

Plaintiff, Production Plated Plastics, Inc., appeals as of right from a judgment of no cause of action in favor of defendant, entered after a bench trial, terminating its lawsuit for damages resulting from chromium contamination of the groundwater at a former manufacturing facility. We affirm.

Pursuant to MCR 2.613(C):

> Findings of fact by the trial court may not be set aside unless clearly erroneous. In the application of this principle, regard shall be given to the special opportunity of the trial court to judge the credibility of the witnesses who appeared before it.

A finding is clearly erroneous when, although there is evidence to support the finding, this Court is left with a definite and firm conviction that a mistake has been made. *Triple E Produce Corp v Mastronardi Produce, Ltd*, 209 Mich App 165, 171; 530 NW2d 772 (1995). Circumstantial

evidence and the reasonable inferences therefrom can constitute satisfactory proof. See, e.g., *People v Greenwood*, 209 Mich App 470, 472; 531 NW2d 771 (1995). However, inferences may be drawn only from established facts, not from other inferences. See, *People v McWilson*, 104 Mich App 550, 555; 305 NW2d 536 (1981).

Plaintiff first contends that the trial court erred by finding that it failed to prove that defendant had issued a primary comprehensive general liability (CGL) insurance policy covering plaintiff's plant when an alleged spill of chromium solution on January 10, 1983, polluted the groundwater.

Because neither party could produce a copy of the alleged policy at trial, plaintiff was required to establish the existence of the policy as well as its terms and provisions. MCR 2.112(D)(1); *Star Steel Supply Co v United States Fidelity & Guaranty Co*, 186 Mich App 475, 479-481; 465 NW2d 17 (1990). While plaintiff submitted evidence suggesting that the policy may have existed, it did not prove the terms of the policy. As the court observed in *Harrow Products, Inc v Liberty Mutual Ins Co*, 64 F3d 1015, 1021 (CA 6, 1995), a party attempting to prove the terms of a policy without a copy of it "faces a formidable burden." The trial court's conclusion that plaintiff's evidence was insufficient to meet its "formidable burden" of proving the terms and provisions of the alleged primary CGL policy was not clearly erroneous.

The trial court also held that defendant was prejudiced by plaintiff's failure to inform defendant of the alleged January 1983 spill. This holding was not clearly erroneous.

The remaining issues in the case are moot.

Affirmed.

/s/ Clifford W. Taylor
/s/ Harold Hood
/s/ Roman S. Gribbs