STATE OF MICHIGAN

COURT OF APPEALS

In the Matter of JOHN PHILIP HOUSE, Deceased.

LYNNE JUDGE, Personal Representative of the Estate of JOHN PHILIP HOUSE, deceased,

Plaintiff-Appellant,

v

MICHIGAN MILLERS MUTUAL INSURANCE COMPANY,

Defendant-Appellee.

UNPUBLISHED
March 2, 1999

No. 195577
Grand Traverse Circuit Court
LC No. 94-012929 NF

Before: Neff, P.J., and Jansen and Markey, JJ.

MARKEY, J. (concurring in part and dissenting in part).

Although I concur in the majority's ultimate resolution of this matter, I believe that its "leap frogging" to the permissive user issue constitutes an abdication of our responsibility to address applicable issues completely and through an orderly legal analysis. That is, disposing of this case solely on the issue of permissive operation of the vehicle where there is no attempt to review the policy language as to coverage constitutes the proverbial, "putting the cart before the horse."

In addition to the facts set forth by the majority, I would add that the record reveals that House had had three prior drunk driving convictions and was driving with, and in violation of, a restricted license when the accident occurred.

I.

I agree with the trial court's factual and legal determinations that because of House's status as sole record title holder and registrant of the truck, and under the terms of Demlow's policy, Demlow could not insure House's vehicle under her existing no-fault policy. The majority's terse analysis concluding - apparently as dictum - that Demlow had an insurable interest in House's vehicle is in my

opinion a dangerous and dramatic departure from the existing law on this concept, one that cannot be ignored.

A

INSURABLE INTEREST

I initially point out that, as observed by the Michigan Supreme Court in *St Paul Fire & Marine Ins Co v American Home Assurance Co*, 444 Mich 560, 564; 514 NW2d 113 (1994):

> Broadly defined, insurance is a contract by which one party, for a consideration, assumes particular risks of the other party. The parties have the right to employ whatever terms they wish, and the courts will not rewrite them as long as the terms do not conflict with pertinent statutes or public policy. *Auto-Owners Ins Co v Churchman*, 440 Mich 560, 566-567; 489 NW2d 431 (1992).

Defendant first argues that Demlow could not purchase no-fault insurance on the truck for House's benefit because she had no insurable interest in the vehicle; therefore, House's truck did not qualify as a "covered auto" under the contract. "An insurable interest in property is broadly defined as being present when the person has an interest in property, as to the existence of which the person will gain benefits, or as to the destruction of which the person will suffer loss." *Madar v League General Ins Co*, 152 Mich App 734, 738; 394 NW2d 90 (1986), citing *Crossman v American Ins Co*, 198 Mich 304, 309; 164 NW 428 (1917). Notably, our Supreme Court in *Crossman, supra* at 307, detailed why only those with insurable interests may secure insurance on their property:

> Policies of insurance founded upon mere hope and expectation and without some interest in the property, or the life insured, are objectionable as a species of gambling, and so have been called wagering policies. All species of gambling policies were expressly prohibited in England by St. 19 Geo.II, c. 37, and have been treated as illegal in this country upon the principles of that statute, without acknowledging it as authority. Here, such contracts of insurance are treated as contravening public policy, and are therefore void. If this policy falls within this class, it is void and prevents plaintiff's recovery.

Here, plaintiff contends that although Demlow did not own the vehicle, she could use it when House was not at work, and that this usage is sufficient to create a legally insurable interest. I do not believe that this fact scenario in any way rises to the level of creating for Demlow an insurable interest in House's vehicle. Demlow had the constant use of *her own vehicle*. Any benefits she gained from occasionally using the truck were minimal at best so as to be the legal equivalent of "mere hope and expectation" and in complete contravention of public policy. The majority's creation of a legal, insurable interest from the simple fact that one person has the convenience of occasionally using a non-related person's vehicle is untenable. One can imagine dozens of scenarios that could fall within this new definition of insurable interest, thereby wreaking havoc on the insurance industry's ability to fairly and accurately calculate risks and therefore premiums. Query: May I insure my neighbor's car because he gives me a ride to

work and I have an "interest" in my own health and well-being? Can I insure my friend's car because he allows me to drive it on occasion to the grocery store? The answers to these rhetorical questions should be clear in respect to both the legal and public policy ramifications.

Moreover, if one knows that a vehicle is not insured, and she is concerned about the legal penalties for knowingly driving an uninsured vehicle, surely she has the option of simply not driving it. For our Court to create a legally binding insurable interest for such a reason is simply wrong as a matter of public policy and totally contrary to decades of legal precedent. Consequently, any benefits Demlow derived do not rise to the level necessary to deem the benefit an insurable interest as that term has been historically, legally defined. Under the tenets of property law, insurable interest has always been analyzed in an economic context. Here, it is critical to note that if House's truck were destroyed or sold, Demlow would suffer no *economic* loss or gain because she had no ownership interest in the property. Neither could she face any legal liability that might result from ownership of the vehicle. Thus, applying the proper legal definitions, Demlow had no insurable interest in House's truck. Moreover, even though Demlow stated in her deposition that she added the truck to her no-fault policy so she could "legally" drive it, I find this explanation disingenuous in light of House's driving record, his resulting inability to obtain no-fault insurance through ordinary means; moreover, she had no legal obligation to insure someone else's vehicle, and she, herself, had no-fault coverage.

The majority cites *Madar*, *supra*, as authority for determining that Demlow had an insurable interest in Houses' vehicle. The majority misunderstands, misapplies, and contradicts itself by its citation to *Madar*.

In *Madar*, this Court held that the plaintiff, who was struck by an automobile while he was a pedestrian, had an insurable interest and was entitled to coverage under his own policy even though he no longer owned the vehicle that was originally insured under the policy. A "person obviously has an insurable interest in his own health and well-being. This is the insurable interest which entitles persons to personal protection benefits regardless of whether a covered vehicle is involved."[1] *Id*. at 736, 739-743. Hence, under the no-fault insurance act, and by the terms of her own policy, Demlow was protected if she were a person suffering injury arising out of the ownership, use, or maintenance of *any* motor vehicle. The no-fault policy she purchased as required for her own vehicle, the 1992 Lumina, provided that protection. The same policy could also insure someone Demlow might injure as a result of her ownership, operation or maintenance of a motor vehicle, *including House's truck*. Accordingly, Demlow did not need to add House's truck to her no-fault policy in order to be afforded coverage for herself under the no-fault act.

Also, unlike the plaintiff in *Madar*, House never purchased no-fault insurance that would have provided him first-party benefits. House simply ignored the requirement of § 3101 and, instead, attempted to circumvent this statutory requirement by having his girlfriend insure the vehicle. *Madar* had a no-fault policy in place. House did not. House therefore had no insurer to look to for first-party PIP benefits. No insurer agreed to insure him; no insurer agreed to assume the "particular risk" he posed. Indeed, given House's driving convictions, it is fair to assume that with his "particular risk," he would have paid a stiff premium for even the most basic no-fault insurance. Obviously, defendant, Demlow's insurer, had no knowledge of this risk. It had agreed to insure Demlow. Thus, no meeting of the minds,

a black letter of the law requirement for the formation of a valid contract, occurred. *Madar* is inapposite to the instant case.

I believe that House's conscious decision to forgo purchasing no-fault insurance as required by § 3103 places him in a position distinct from other prevailing litigants found in current case law i.e., each had obtained the requisite security. See also *Clevenger v Allstate Ins Co*, 443 Mich 646, 648-662; 505 NW2d 553 (1993) (holding that where an uninsured title owner was involved in an accident shortly after acquiring ownership, liability insurance purchased by the vehicle's registrant who no longer held title to the vehicle remained in effect because the registrant's insurable interest was not contingent upon title but rather upon personal pecuniary damage created by the no-fault act). Moreover, unlike *Clevenger*, House had not so recently purchased the truck, nor did the accident occur before he had a chance to purchase insurance. The seller of the vehicle in *Clevenger* had an insurable interest in the car until the purchaser transferred title and purchased his own insurance *because he could suffer an economic loss as titled owner*. Because *Clevenger* presents a fact situation substantially different from that presented in the case at bar, and thus a legal analysis premised on those specific, particular facts, it too provides little guidance except as to serve as an example of a legal insurable interest.

Absent some economic interest in the truck, Demlow had no insurable interest in House's truck, nor did defendant agree to insure the particular risk present. Accordingly, I would find that the trial court properly conclude that Demlow had no insurable interest in House's truck that would allow her to insure the vehicle and that defendant did not agree to insure the "particular risk" House presented.

B

COVERED AUTO & PERSONS

Moreover, again recognizing that the no-fault insurance policy defendant originally issued to Demlow for the 1992 Chevrolet Lumina is first and foremost a contract, by its terms plaintiff has no right to no-fault benefits under Demlow's policy. Although the trial court did not consider this precise issue, I believe sufficient facts exist on the record for us to have made this legal determination, and it is an issue that should be considered before reaching that of permissive use. See *Carson Fisher Potts and Hyman v Hyman*, 220 Mich App 116, 119; 559 NW2d 54 (1996).

Defendant's endorsement PP 05-91, entitled "Property Protection Coverage—Michigan," defines the term "covered person" to include:

1. You or any **family member** for the ownership, maintenance or use of any **auto**. This applies only if the Liability Coverage of this policy applies to that **auto**.

2. Any person using **your covered auto** which is owned by you.

Your covered auto means an **auto:**

1. Which you own;

2. For which you are required to maintain security under Chapter 31 of the Michigan Insurance Code; and;

3. To which the **property damage** liability coverage of this policy applies. [Underlining emphasis added; other emphasis in original.]

Defendant's endorsement PP 05-90-04-89, entitled "Personal Injury Protection Coverage—Michigan," defines the terms "covered person" and "covered auto" a little differently:

> "**Auto accident"** means a loss involving the ownership, operation, maintenance, or use of an auto as an auto regardless of whether the accident also involves the ownership, operation, maintenance, of use of a motorcycle as a motorcycle.
>
> **"Covered person"** means:
>
> 1. You or any **family member** injured in an **auto accident;**
>
> 2. Anyone else injured in an **auto accident:**
>
> a. while occupying your **covered auto**; or
>
> b. if the accident involves any other **auto:**
>
> (1) which is operated by you or a **family member**; and
>
> (2) to which Part A of this policy applies.
>
> c. while not occupying any **auto** if the accident involves your **covered auto.**
>
> Your **covered auto** means an **auto:**
>
> 1. For which you are required to maintain security under Chapter 31 of the Michigan Insurance Code; and;
>
> 2. To which the bodily injury liability coverage of this policy applies.

We must give the policy language its plain meaning and apply the definitions of terms set forth in the policy. *Henderson, supra* at 709. We look also to the rule of reasonable expectation, which requires that a court examine whether a policyholder was led to a reasonable expectation of coverage upon reading the contract. *Id.*

Defendants' no-fault policy is written in plain English and is easily read and understood. After reading it, I would find that Demlow could not have reasonably expected defendant to provide no-fault coverage for House or his truck. Defendant agreed to insure for property protection only those motor vehicles that Demlow owned and for which she was required to obtain no-fault insurance. By virtue of the policy's definitions, House's truck cannot be a "covered auto."

Similarly, the PIP coverage afforded under defendant's policy would protect Demlow and any family member under various scenarios. But, again, under the policy's definitions, House is not a "covered person," and none of these scenarios for coverage apply to these facts, i.e., the policy's contractual terms provide no coverage for House. Demlow had obtained for herself a no-fault policy. Adding House's vehicle to her policy was merely a misguided and unsuccessful attempt to assist House in circumventing the no-fault act's security requirements. Had she read the clear language of her policy, she would have realized that.

Thus, I would conclude that Demlow could neither insure House's truck under the terms of her no-fault policy with defendant making it a "covered auto," nor contractually bind defendant to pay either House as a "covered person" or his estate PIP no-fault benefits as a result of his truck/train accident.

II

Plaintiff also urged the trial court to declare Demlow a statutory owner of the truck as a boot strap to her next argument that House was a "permissive" driver of the vehicle Demlow "statutorily" owned. I do not agree with the majority's conclusion that Demlow was a "statutory" owner of this vehicle. Instead, I think the proper disposition of this novel issue was best stated by the trial court in denying the parties' first set of summary disposition motions:

> [T]his Court will be interested in determining . . . the legal and policy mechanism by which a record title owner can be transformed into a permissive user by the operation of his vehicle by another for greater than thirty days in the absence of any arguable sale or lease and, if this is to occur, how then we address the independent obligation of owners to maintain insurance under Section 3101.[2]

A

STATUTORY OWNER

Both parties expend enormous effort arguing whether Demlow is a statutory "owner" of the vehicle for no-fault purposes, pursuant to MCL 500.3101; MSA 24.13101, which states in relevant part:

> (1) The owner or registrant of a motor vehicle required to be registered in this state shall maintain security for payment of benefits under personal protection insurance, property protection insurance, and residual liability insurance. Security shall only be required to be in effect during the period the motor vehicle is driven or moved upon a highway.
>
> * * *
>
> (2)(g) "Owner" means any of the following:

(i) a person renting a motor vehicle or having the use thereof, under a lease or otherwise, for a period that is greater than 30 days.

(ii) a person who holds the legal title to a vehicle . . . . [Emphasis added.]

This determination is critical because an owner of a motor vehicle who fails to procure no-fault insurance faces serious consequences, pursuant to MCL 500.3113; MSA 24.13113:

> A person is not entitled to be paid personal protection insurance benefits for accidental bodily injury if at the time of the accident any of the following circumstances existed:
>
> * * *
>
> (b) The person was the owner or registrant of a motor vehicle or motorcycle involved in the accident with respect to which the security required by section 3101 or 3103 was not in effect.

In order to avoid being denied PIP benefits through the application of § 3113, plaintiff argues that Demlow became the statutory owner of the truck after she added it to her policy because she had use of it for thirty-six days before the accident occurred. Thus, as a statutory owner of the truck, Demlow was required to and did obtain the requisite security for the truck pursuant to § 3101. This argument requires one to chase one's own tail. I will not do so.

Initially, to properly address this issue, one must review basic statutory interpretation principles. When examining statutes, the primary goal is to ascertain and give effect to the Legislature's intent, and the Legislature is presumed to have intended the meaning it plainly expressed. *Farrington v Total Petroleum, Inc*, 442 Mich 201, 212; 501 NW2d 76 (1993); *VanGessel v Lakewood Public Schools*, 220 Mich App 37, 40-41; 558 NW2d 248 (1996). The rules of statutory construction merely guide us in determining intent with a greater degree of certainty. *Nolan v Michigan Dep't of Licensing and Regulation*, 151 Mich App 641, 648; 391 NW2d 424 (1986). Where reasonable minds can differ concerning a statute's meaning, only then is judicial construction appropriate; otherwise, judicial construction is neither necessary nor permitted when the statute's plain and ordinary meaning is clear. *VanGessel, supra*; *Heinz v Chicago Road Investment Co*, 216 Mich App 289, 295; 549 NW2d 47 (1996). We must look to the object of the statute, the harm that it was designed to remedy, and apply a reasonable construction, aided by common sense, in order to accomplish the statute's purpose. *Marquis v Hartford Accident & Indemnity*, 444 Mich 638, 644; 513 NW2d 799 (1994); *VanGessel, supra*. Critically, we must read the particular provisions of the statute in the context of the entire statute to produce an harmonious whole, *VanGessel, supra* at 41, and give the statutory language a valid and reasonable construction that reconciles inconsistencies, *Wright v Vos Steel Co*, 205 Mich App 679, 684; 517 NW2d 880 (1994).

Here, the trial court found that Demlow was not a statutory owner because her use of House's truck did not constitute "30 days of consecutive, primary use" either at the time she added the truck to her policy or within the next 36 days. The words "consecutive" and "primary," however, are not found

in § 3101(2)(g)(i). Nonetheless, I cannot conclude that this omission mandates agreement that Demlow became a statutory owner of the truck. At most, Demlow was a permissive user of House's vehicle.

This Court has held that the definition of "owner" found in § 37 of the Michigan Vehicle Code, MCL 257.37; MSA 9.1837, may be construed *in pari materia* with the no-fault chapter because the two acts related to the same class of things, i.e., "who is the owner of a particular motor vehicle." *State Farm Mutual Automobile Ins Co v Sentry Ins Co*, 91 Mich App 109, 113-114; 283 NW2d 661 (1979). Section 37 defines an "owner" to mean any of the following:

> (a) Any person, firm, association, or corporation renting a motor vehicle or having the exclusive use thereof, under a lease or otherwise, for a period that is greater than 30 days.
>
> (b) Except as otherwise provided in section 401a, a person who holds the legal title of a vehicle.
>
> (c) A person who has the immediate right of possession of a vehicle under an installment sales contract. [Emphasis added.]

"This Court noted that construing 'owner' as it is defined in the Michigan Vehicle Code would further the purpose of the no-fault act." *Laskowski v State Farm Mutual Automobile Ins Co*, 171 Mich App 317, 324; 429 NW2d 887 (1988), referencing *State Farm, supra*. With respect to the "exclusive use" requirement, this Court has concluded, in conjunction with the owner's liability statute, that ownership can be established regardless of whether the person in question has in fact controlled the vehicle for at least thirty days. Thus, we have implied a "right-to-exclusive-use" construction. *Ringewold v Bos*, 200 Mich App 131, 137-138; 503 NW2d 716 (1993) (this interpretation was in keeping with "the Legislature's intention to place liability on the person who is ultimately in control of the vehicle under the owner's liability section"); *Security Ins Co of Hartford v Daniels*, 70 Mich App 100, 107; 245 NW2d 418 (1976).

Here, Demlow testified in her deposition that House used the truck virtually every day to drive himself to work, although she occasionally drove him. During the thirty-six-day period at issue, Demlow was on break from school, so she stayed home with her children, and she had unlimited access and use of her own vehicle. She also admitted that the construction equipment House needed for work was stored in the back of the truck. It was House's truck, and he used it daily for work. Moreover, House, not Demlow, in addition to being the sole titleholder and registrant, had the right to exercise exclusive use of the truck and did so on a daily basis. The record strongly reflects the fact that House, not Demlow, had control of the vehicle, a situation directly contrary to the intent behind creating statutory ownership. Neither is statutory ownership conferred by the mere fact that Demlow drove the truck twenty to twenty-five times. Hence, a proper application of the law along with common sense precludes the determination that Demlow was any type of "owner" of the truck that House was driving on the day of the accident. She was therefore not required to insure House's truck under § 3101 under the auspices of avoiding § 3102(2)'s misdemeanor penalties to the extent those penalties apply to

owners or registrants who operate a vehicle but who failed to purchase the security required under the act. MCL 500.3102(2); MSA 24.13102(2).

Indeed, in *Ardt v Titan Ins Co*, ___ Mich App ___; ___ NW2d ___ (Docket No. 201739, issued February 2, 1999) slip op at 2-3, this Court recently confirmed that ownership under § 3101(2)(g)(i) requires more than merely "any degree of usage for more than thirty days;" rather "*proprietary* or *possessory* usage" is required to establish a statutory "owner." [Emphasis in original.] In *Ardt*, *supra* at 3, we found that a genuine issue of material fact existed regarding whether a son's usage of his mother's uninsured truck constituted either incidental usage or proprietary/possessory usage for purposes of § 3101(2)(g)(i):

> The statutory provisions of concern here operate to prevent users of motor vehicles from obtaining the benefits of personal protection insurance without carrying their own insurance through the expedient of keeping title to their vehicles in the names of family members. Because we infer from these provisions that they were enacted in furtherance of the sound public policy imperative that users of motor vehicles maintain appropriate insurance for themselves as indicated by their actual patterns of usage, we hold that "having the use of" a motor vehicle for purposes of defining "owner," MCL 500.3101(2)(g)(i); MSA 24.13101(2)(g)(i), means using the vehicle in ways that comport with concepts of ownership. The provision does not equate ownership with any and all uses for thirty days, but rather equates ownership with "having the use of" a vehicle for that period. Further, we observe that "having the use of" appears in tandem with references to renting or leasing. <u>These indications imply that ownership follows from *proprietary* or *possessory* usage, as opposed to merely incidental usage under the direction or with the permission of another</u>. Under this reading of the statutory definition, <u>the spotty and exceptional pattern of [the son's] usage to which [his mother] attested may not be sufficient to render Robert an owner of the truck.</u> However the regular pattern of unsupervised usage to which the defense witness attested may well support a finding that [the son] was an owner for purposes of the statute. [Underlining emphasis added.]

Here, too, I find that Demlow's usage of House's truck was spotty and exceptional rather than proprietary or possessory, as *Ardt* requires. Thus, her incidental usage of the truck did not transform her into a statutory "owner" for purposes of § 3101(2)(g)(i).

It also occurs to me that plaintiff's argument with respect to Demlow's statutory ownership requires one to simply accept the necessary implication that on the 31st day, Demlow transformed into a statutory owner from her presumably lesser status as a permissive user before expiration of the 30th day of using the truck. In its own opinion the trial court alluded to a most pertinent fact: Demlow was <u>no</u> type of owner when she contacted defendant to place the truck under her policy. Legally, it appears that at that very relevant time, Demlow lacked the capacity to enter into a contract with defendant regarding the truck, and it is undisputed that she did not attempt to do so thirty days later when she ostensibly "became" a statutory owner. By the explicit terms of her insurance contract, she could only insure autos she owned and for which she was required to maintain security under the no-fault act.

It bears emphasizing at this juncture that had Demlow been injured in this or any other auto accident, she would have received no-fault PIP benefits pursuant to the insurance she acquired because of her own vehicle. I believe, however, that we must focus on the fact that House did not insure the truck or himself in accordance with the no-fault act as he failed to secure no-fault insurance on a truck that was titled and registered in his name only. See *Kelley v Citizens Mutual Ins Co*, 19 Mich App 177, 180-181; 172 NW2d 537 (1969). Again, it is with this ownership argument that plaintiff would have us grab our proverbial tails and begin an endless, futile pursuit of no-fault coverage for House. I will not oblige plaintiff.

B

PERMISSIVE USER

After concluding that Demlow was a statutory owner of the truck and hence have it deemed a "covered" auto, plaintiff would have us next determine that House was a "permissive user" of his own truck. I join the majority on this issue, but add the following additional comments. We find no case law, and plaintiff provides us with none, supporting the conclusion that the title or record owner of a vehicle can become a permissive user or driver of his own vehicle in order to fall within the ambit of the no-fault act for PIP benefits, when at the same time such owner has chosen not to comply with the security requirement of our no-fault act. Moreover, as earlier discussed, I do not believe it proper for us to reach this issue before addressing whether Demlow could insure this vehicle under the language of her policy.

In the absence of case law interpreting the term "permissive user," we look to the dictionary. Black's Law Dictionary (6th ed), p 1140, defines "permission" as "[a] license to do a thing; an authority to do an act which, *without such authority, would have been unlawful*. An act of permitting, formal consent, authorization, leave, license or liberty granted." [Emphasis added.] It also defines "permissive" as "[a]llowed; allowable; that which *may* be done." *Id.* [Emphasis added.] I neither find, nor would I expect to find, any evidence on the record that Demlow gave or needed to give House permission to use his own truck.

It is totally illogical and offends common sense to conclude that someone who purchases a vehicle and who is the sole registrant and title owner could become a permissive driver of that vehicle under a no-fault insurance policy issued to another, particularly a non-relative, in order to circumvent the statutory mandate found in § 3101. I believe that the Legislature could neither anticipate, intend, nor condone this type of end-run around the no-fault act's security requirement. I also will not legalize such an improper attempt to bypass the act's mandates. House refused to acquire or pay for the no-fault insurance he was required by law to obtain, yet plaintiff seeks recompense from a system in which its decedent illegally failed to participate.

Permitting recovery against the backdrop of these facts would (1) eviscerate the no-fault act's security requirement beyond repair, (2) have serious public policy ramifications, (3) make it impossible for insurers to properly assess their risks,[3] and (4) both condone and encourage individuals to enable horrendously bad drivers, including convicted drunk drivers, to continue driving on Michigan's roads

and imperil innocent Michigan drivers. Although the Legislature may further address these situations and take action to outlaw this apparently common scheme, at this point, we must apply the no-fault law as intended and as written and review the terms of the applicable insurance contract to reach a decision supported not only by common sense but also reading the no-fault statute *in pari materia* with the Michigan Vehicle Code.

CONCLUSION

Specifically, I find that Demlow had no insurable interest in House's truck in order to make it a "covered auto" under defendant's policy, that Demlow was not a statutory owner of House's truck, and that House could not be a permissive driver of his own vehicle. Moreover, House was not a "covered person" and fits within no provision of defendant's policy so as to entitle him, or now his estate, to recover PIP no-fault benefits from defendant. Accordingly, I too would affirm the trial court's grant of summary disposition in favor of defendant, albeit for somewhat different reasons than stated by the trial court and the majority.

/s/ Jane E. Markey

[1] The plaintiff in *Madar* purchased a no-fault policy to protect his interest in his own health and well-being. That insurance provided PIP benefits in the event he was injured from any use of an auto under the statute.

[2] The trial court went on to say that:

> [I]f we're going to as a matter of law, within the context of a relationship, allow individual drivers with poor operating records to secure insurance through others, whether they are part of a romantic relationship or not, and simply, by the operation of thirty days, allow the record title owner of the vehicle, who would in ordinary circumstances either be uninsurable or pay an extraordinary premium, to then not only gain benefits, but gain benefits as a permissive user and still be the record titleholder of the car and do so in the absence of any arguable sale or lease, then I think we have issues under the No-Fault Act that this Court is currently not prepared to rule upon . . . .

[3] The trial court further articulated very compelling arguments against recognizing House as a permissive driver of his own vehicle:

> While the Michigan No-Fault Act has been and should be liberally interpreted to afford coverage to innocent third parties and persons procuring insurance who reasonably rely upon the coverage bound to them, it defies logic to postulate that the [L]egislature requires every owner and registrant of a motor vehicle to maintain no-fault insurance on pain of losing entitlement to personal protection benefits if his uninsured motor vehicle is involved in an accident, MCL 500.3113(b); MSA 24.13113(b), and

then construe an uninsured operator and owner as a permissive user of his own car so that he may obtain coverage under someone else's policy.

Again, this is not a case where Mr. House was a permissive user of a vehicle registered in Ms. Demlow's name. No case has been cited to this Court which stands for the proposition that an owner or registrant may be deemed a permissive user of his own vehicle. It strains common sense and logic as well as the plain meaning of the words "permissive user" to suggest that one who owns a thing ever needs permission to use it.