

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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AUTO-OWNERS INSURANCE COMPANY,  
Subrogee of MARTIN BOHN and BETTY BOHN,

UNPUBLISHED  
September 18, 1998

Plaintiff-Appellant,

v

No. 203181  
Emmet Circuit Court  
LC No. 95-003345 NZ

RACHEL SUSAN JARMAN, a/k/a MELISSA  
RACHEL SUSAN VASHER and PAMELA  
GRIGGS,

Defendants,

and

FARM BUREAU INSURANCE COMPANY,

Garnishee Defendant-Appellee.

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Before: Hood, P.J., and Griffin and O'Connell, JJ.

MEMORANDUM.

Plaintiff appeals as of right the judgment for garnishee defendant entered after a jury trial. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

On September 8, 1993, Melissa Jarman was involved in an automobile accident that resulted in the death of Betty Bohn. Bohn was insured under a policy issued by plaintiff that provided uninsured motorists coverage of \$100,000. Plaintiff paid on its policy and brought this action to recover its payment from defendants. The sole issue for trial was whether Melissa Jarman was residing with her aunt and uncle, the Gilmettes, at the time of the accident. Garnishee defendant provided insurance coverage for the Gilmettes. Plaintiff moved for a directed verdict which was denied by the trial court. The jury subsequently returned a verdict in favor of garnishee defendant. On appeal, plaintiff asserts that the trial court erred in denying its motion for directed verdict. We disagree.

This Court will review a trial court's decision in regard to a motion for directed verdict de novo. *Allen v Owens-Corning Fiberglas Corp*, 225 Mich App 397, 406; 571 NW2d 530 (1997). The court must consider the evidence in a light most favorable to the nonmoving party, making all inferences in the nonmoving party's favor. The grant of a directed verdict is only appropriate when no factual question exists upon which reasonable minds could differ. *Id.*

This Court set forth the factors to be considered in determining a person's domicile in *Williams v State Farm Mutual Automobile Ins Co*, 202 Mich App 491, 494-495; 509 NW2d 821 (1993):

In determining whether a person is domiciled in the same household as the insured, the following factors should be considered: (1) the subjective or declared intent of the person to remain indefinitely or permanently in the insured's household; (2) the formality or informality of the relationship between the person and the members of the insured's household; (3) whether the place where the person lives is in the same house, within the same curtilage, or upon the same premises as the insured; and (4) the existence of another place of lodging for the person alleging domicile in the household. . . . This Court has stated that the following factors are also relevant in determining the domicile of an individual: (1) the person's mailing address; (2) whether the person maintains possessions at the insured's home; (3) whether the insured's address appears on the person's driver's license and other documents; (4) whether a bedroom is maintained for the person at the insured's home; and (5) whether the person is dependent upon the insured for financial support or assistance. . . .

Reviewing these factors in a light most favorable to garnishee defendant, reasonable persons could disagree as to Melissa Jarman's domicile. The evidence showed factual disputes as to Melissa's intent to permanently reside with the Gilmettes at the time of the accident. Reasonable persons could disagree as to Melissa's domicile, and the trial court properly left the issue for the jury to resolve.

Affirmed.

/s/ Harold Hood  
/s/ Richard Allen Griffin  
/s/ Peter D. O'Connell