STATE OF MICHIGAN

COURT OF APPEALS

RODNEY KIPPE and KELLI KIPPE,

Plaintiffs-Appellees/Cross-Appellants,

v

WOLVERINE MUTUAL INSURANCE COMPANY,

Defendant-Appellant,

and

THE INDEPENDENT INSURANCE CENTRE OF TRAVERSE CITY, formerly known as the GUBA AGENCY,

Defendant/Cross-Appellee.

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UNPUBLISHED
December 10, 1999

No. 205481
Antrim Circuit Court
LC No. 95-006591 CK

Before: Cavanagh, P.J., and Hoekstra and Gage, JJ.

PER CURIAM.

Defendant Wolverine Mutual Insurance Company ("Wolverine") appeals as of right from the trial court's entry of judgment for plaintiffs pursuant to an appraisal award in the amount of $46,491.03.[1] We affirm.[2]

On April 15, 1994, Wolverine issued plaintiffs a home under construction insurance policy covering the construction of plaintiff's new home. To obtain this insurance policy, plaintiff Kelli Kippe in March or April 1994 had contacted an insurance agent employed by defendant The Independent Insurance Centre of Traverse City (IICTC). The IICTC agent selected Wolverine as plaintiffs' policy carrier, and took certain application information from Kelli Kippe. Wolverine issued the policy, which provided in part that plaintiffs' new home would be insured against damage.

During the construction of their new home, plaintiffs resided in a home that they rented from Kelli Kippe's parents. On April 30, 1994, a fire at this rented home destroyed plaintiffs' personal

property. Plaintiffs then filed a property loss notice seeking coverage of the personal property damage under the Wolverine policy, alleging personal property losses exceeding $96,000. Wolverine denied coverage on the basis that plaintiffs had failed to expressly advise it concerning the location of this personal property, as the policy required.

On April 27, 1995, plaintiffs filed a complaint against Wolverine, alleging generally that the Wolverine policy covered their personal property loss. On October 11, 1995, Wolverine moved for partial summary disposition pursuant to MCR 2.116(C)(10), arguing that because plaintiffs' damaged personal property had not been located at the residential premises indicated within the policy, the terms of the policy limited plaintiffs' potential recovery to only ten percent of their personal property losses. Wolverine maintained that plaintiffs' failure to satisfy the conditions within a "Dwelling under Construction" rider to the policy precluded any further recovery pursuant to the rider's provisions. Additionally, Wolverine claimed that to the extent IICTC's employee, Theresa L. Fisher, erred in not obtaining relevant information from plaintiffs when they applied for the Wolverine policy, Wolverine was not responsible for this mistake.

The trial court observed that Wolverine was entitled to the temporary personal property storage address, and recognized that this address had not been provided. The court noted Wolverine's acknowledgment that no additional premium would have been assessed for coverage of plaintiffs' temporarily stored personal property; plaintiffs need only have listed the temporary storage address on the policy. The court expressed concern that "there is absolutely no reason for [plaintiffs] not to have provided the address where the personalty was stored," and that "any proposed insured who truly understood what they were paying for would readily provide this information." The court opined that IICTC employee Fisher likely breached some duty in handling plaintiffs' application, and that a jury could reject Fisher's statement that plaintiffs rejected the essentially free temporary storage coverage. Thus, the court denied defendant's motion for partial summary disposition and, because it was not clear whether Fisher's actions could be attributed to Wolverine, the court ordered that IICTC could be joined as a defendant. The court also denied plaintiffs' request to amend their complaint to seek reformation of the insurance policy.

On January 10, 1996, plaintiffs filed a first amended complaint that added a negligence count against IICTC. Plaintiffs specifically alleged that IICTC failed to properly take plaintiffs' insurance application to the extent that Fisher, "when allegedly faced with a nonanswer regarding [temporarily stored] property coverage to ask a follow-up question to make sure that the question was understood before assuming an answer which was not specifically given." On January 26, 1996, Wolverine paid plaintiffs $7630, an amount equaling ten percent of plaintiffs' property losses.

On May 13, 1996, the parties reargued the merits of Wolverine's motion for partial summary disposition. Wolverine reiterated its previous arguments, which included its position that IICTC qualified as an independent agent, not a Wolverine agent. Plaintiffs and IICTC argued against the motion on the basis that IICTC, in accepting plaintiffs' application for Wolverine insurance, had acted as Wolverine's agent. Plaintiffs also rerequested reformation of the insurance contract. The trial court accepted plaintiffs' contention that it should reform the contract.

> It would appear . . . to this Court that where the error that is made is simply in the application process and the failure to record an address for coverage that is readily provided, without any additional cost in premium, that the correct result would be to reform the contract consistent with the carrier's long-standing offer and the Plaintiffs' purported desire and . . . to have the coverage provided consistent with the policy.
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> Wolverine is still in the case. And it's the Court's belief that the errors alleged here are errors of a clerical nature that did not prejudice the carrier in any sense and, therefore, the risk of loss should fall on the carrier, not on the agent.
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> * * *
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> Clearly, the Plaintiff in a reformation theory carries the burden of persuasion. To the extent that coverages are available and they don't cost anything more, it would appear to this Court, absent evidence of an offering of the coverage and a firm denial, that there would be no logical reason to not take something that is being provided to you for free and the Court would, in the absence of a firm denial, find that reasonable minds simply couldn't differ.

Pursuant to this analysis, the trial court entered a June 28, 1996 order granting plaintiffs partial summary disposition to the extent that the insurance contract with Wolverine was reformed to extend coverage to plaintiff's off-premises property loss, leaving damages as the only remaining issue. A separate June 28, 1996 order dismissed IICTC from the case.

On December 9, 1996, plaintiffs moved to adjourn trial and refer to an appraiser the remaining damages issue. On January 9, 1997, over Wolverine's objections, the trial court ordered referral of the damages issue to an appraiser, pursuant to the parties' policy language.[3] On April 4, 1994, an appraisal award issued that found a "contents replacement cost" of $45,624.30 and a "contents actual cash value" of $8996.73, resulting in a total award of $54,621.03.

As described in note 1, *supra*, the trial court on July 29, 1997 entered judgment for plaintiffs in the amount of $46, 491.03, plus 12% pre- and post-judgment interest, plus taxable costs and attorney fees. Wolverine appealed as of right, and plaintiffs cross-appealed.

I

Wolverine first contends that the trial court erred in ordering reformation of the parties' insurance contract when no mutual mistake induced the entry of this agreement and when plaintiffs were not unilaterally mistaken regarding the insurance coverage due to some fraud or inequitable conduct of Wolverine. In granting plaintiffs summary disposition with respect to the reformation and liability issues, the trial court considered evidence beyond the pleadings, and thus acted pursuant to MCR 2.116(C)(10). This Court reviews de novo a trial court's summary disposition determination. *Spiek v Dep't of Transportation*, 456 Mich 331, 337; 572 NW2d 201 (1998). In reviewing a (C)(10)

motion, we must consider the affidavits, pleadings, depositions, admissions, and documentary evidence filed in the action or submitted by the parties in the light most favorable to the party opposing the motion. Summary disposition is proper pursuant to MCR 2.116(C)(10) if the affidavits or other documentary evidence show the existence of no genuine issue of any material fact and the moving party is entitled to judgment as a matter of law. *Smith v Globe Life Ins Co*, 460 Mich 446, 454-455; 597 NW2d 28 (1999). While we find improper the trial court's grant of summary disposition based on its reformation of the insurance policy,[4] we nonetheless affirm, albeit for different reasons. *Edelberg v Leco Corp*, 236 Mich App 177, 181; 599 NW2d 785 (1999).

An insurance policy is much the same as any other contract; it is an agreement between the parties in which a court may determine what the agreement was and effectuate the intent of the parties. *Auto-Owners Ins Co v Churchman*, 440 Mich 560, 566; 489 NW2d 431 (1992). When presented with a dispute, a court must determine the parties' agreement and enforce it. *Engle v Zurich-American Ins Group (On Remand)*, 230 Mich App 105, 107; 583 NW2d 484 (1998).

The Wolverine policy obtained by plaintiffs covered plaintiffs' home under construction (section I, coverage A), any other nonbusiness structures connected to the home under construction (section I, coverage B), and "personal property owned or used by an Insured while it is anywhere in the world" (section I, coverage C). Section C limited Wolverine's "liability for personal property usually located at an insured's residence, other than the [home under construction] [to] 10% of the limit of liability for Coverage C [$76,300], or $1000, whichever is greater." The personal property coverage within section C was extended, however, as follows by a policy rider titled "Dwelling Under Construction":

> Coverage C (Contents) is also hereby extended to personal property temporarily stored or used by the insured at other locations (Rented or Not) *if specified by the named insured and on file with the Company* until dwelling is occupied by the named insured. [Emphasis added.]

The dispute between plaintiffs and Wolverine involves the applicability of this extended coverage provision to plaintiffs' personal property loss claim. Wolverine conceded that this language extending personal property coverage did not involve a change in plaintiffs' premium, but denied coverage on the basis that plaintiffs had failed to satisfy the policy's demand that they specifically notify Wolverine of the location of their damaged personal property.

Our resolution of this issue requires an interpretation of the applicable insurance policy language. The interpretation of insurance contract language presents a question of law that we review de novo. *Morley v Automobile Club of Michigan*, 458 Mich 459, 465; 581 NW2d 237 (1998). We must give the policy language its plain and ordinary meaning. *Royce v Citizens Ins Co*, 219 Mich App 537, 542; 557 NW2d 144 (1996). When the policy fails to define a relevant term, a court must interpret the contract's terms in accordance with their commonly used meanings. *Henderson v State Farm Fire & Cas Co*, 460 Mich 348, 354; 596 NW2d 190 (1999). In determining what a typical layperson would understand a particular term to mean, it is customary to turn to dictionary definitions. *Michigan Millers Mut Ins Co v Bronson Plating Co*, 445 Mich 558, 568; 519 NW2d 864 (1994). The contract terms must be enforced as written where there is no ambiguity. *Henderson, supra*. An insurance contract is

ambiguous when its provisions are capable of conflicting interpretations. *Farm Bureau Mut Ins Co of Michigan v Nikkel*, 460 Mich 558, 566; 596 NW2d 915 (1999).

With respect to the phrase "if specified by the named insured and on file with the Company," we note that to "specify" generally means "to mention or name specifically or definitely." *Random House Webster's College Dictionary* (2d ed 1997). Thus, for coverage to apply to personal property located somewhere other than the insured's residence premises, the Wolverine policy demands that an insured must mention or name specifically the other location(s) of the insured's personal property. No language within the Wolverine policy explains, however, in what manner the insured must specify these other locations. The only policy requirement beyond specification of other locations is that the insurer must also have "on file" any of these other locations. Because the specification requirement is unclear and reasonably could be understood in any number of ways, we find that the Wolverine policy's demand that the insured specify the other locations of his personal property is ambiguous. *Farm Bureau*, *supra* at 566; *Bianchi v Automobile Club of Michigan*, 437 Mich 65, 70; 467 NW2d 17 (1991).

The parties do not dispute the following facts. Plaintiffs apparently paid their policy premiums, including an optional $30 premium for "personal property replacement cost." Plaintiffs' insurance application indicated and Fisher testified that at the time plaintiffs completed the application they did not reside in their home under construction, which had not been constructed beyond basement level. All the damaged or destroyed personal property, not located at the home under construction, for which plaintiffs sought coverage under the Wolverine policy was located at the nearby home plaintiffs rented from Kelly Kippe's parents. The address of the rental home was Route 1, Box 273D, Mancelona, Michigan. This address appears as plaintiffs' mailing address in both the "Homeowners Application" filled out by plaintiffs and on the "Homeowners Policy Declarations" page. Fisher, who recorded Kelly Kippe's application information, testified in her deposition that although "it was never stated that [Route 1, Box 273D, Mancelona Michigan] was where [plaintiffs] were living," Fisher understood that when Kippe applied for the policy "she was living at the address she gave me [Route 1, Box 273D, Mancelona, Michigan], which is the address that we had on file from her previous auto insurance policy."

Plaintiffs contended that these circumstances satisfied the policy rider's requirement that they specifically notify Wolverine of the other location of their personal property, and that Wolverine have on file the other location. Wolverine interpreted its specification provision to require some action or notice beyond the appearance of the other location of personal property as plaintiffs' mailing address, reasoning that unless plaintiffs affirmatively and separately stated that they possessed personal property at the other location for which they desired insurance coverage,[5] the danger would exist that they could fraudulently claim after a fire at the other location that they had possessed personal property there. We note that in this case defendant does not allege any fraudulent conduct on plaintiffs' part, and does not contest that plaintiffs did in fact possess personal property at their rental home, which a fire destroyed. We find the following observation of the Supreme Court particularly relevant to the instant case:

> If a fair reading of the entire contract of insurance leads one to understand that there is coverage under particular circumstances and another fair reading of it leads one to

> understand there is no coverage under the same circumstances the contract is ambiguous and should be construed against its drafter and in favor of coverage. [*Farm Bureau, supra* at 566.]

Because the policy rider's requirement that the insured notify Wolverine of other personal property locations did not explain any particular manner in which plaintiffs were to specify these other locations, and because the parties present fair, conflicting readings of the policy's coverage under the rider, we must construe the policy against Wolverine and in favor of coverage. In light of the undisputed circumstances, that plaintiffs' other address appeared on the policy and was therefore on file with the insurance company, that plaintiffs' destroyed or damaged personal property was in fact located at this other address, and that plaintiffs paid their policy premiums, we find summary disposition in plaintiffs' favor appropriate pursuant to MCR 2.116(C)(10).[6]

II

Wolverine also challenges the trial court's determination to refer to the appraisal process the issue of damages, first contending that plaintiffs' request for appraisal was untimely. The insurance contract entered by the plaintiffs and Wolverine contained the following appraisal provision:

> If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the residence premises is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
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> Each party will:
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> a. pay its own appraiser; and
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> b. bear the other expenses of the appraisal and umpire equally.

The Wolverine policy does not prescribe any specific guidelines or requirements with respect to the timeliness of an appraisal demand. The Wolverine appraisal provision is based on MCL 500.2833(1)(m); MSA 24.12833(1)(m)'s requirement that all fire insurance policies must provide for the possibility of appraisal. *Auto-Owners Ins Co v Allied Adjusters & Appraisers, Inc*, ___ Mich App ___; ___ NW2d ___ (Docket No. 202933, issued 11/5/99), slip op at 1-2. The statute provides appraisal as a simple and inexpensive substitute for judicial determination of disputes concerning the amount of a loss. *Foreman v Badger Mut Ins Co*, 169 Mich App 772, 775; 426 NW2d 808 (1988).

This Court has previously observed that "an appraisal clause like the one at issue in the present case [that is, one based on MCL 500.2833(1)(m); MSA 24.12833(1)(m)] constitutes a common-law

arbitration agreement." *Davis v Nat'l American Ins Co*, 78 Mich App 225, 232; 259 NW2d 433 (1977). See also *Emmons v Lake States Ins Co*, 193 Mich App 460, 466; 484 NW2d 712 (1992); *Auto-Owners Ins Co v Kwaiser*, 190 Mich App 482, 486; 476 NW2d 467 (1991). Judicial review of the appraisal process is limited to instances of bad faith, fraud, misconduct or manifest mistake. *Id*. The timeliness of the bringing of an arbitration proceeding is a procedural issue to be determined by the arbitrators rather than the courts. *Iron Co v Sundberg, Carolson & Assoc's, Inc*, 222 Mich App 120, 126; 564 NW2d 78 (1997); *Bennett v Shearson Lehman-American Express, Inc*, 168 Mich App 80, 83; 423 NW2d 911 (1987). Because the issue whether plaintiffs timely sought appraisal represented an issue for the appraisers, the trial court properly rejected Wolverine's claim that the appraisal demand was untimely. We note furthermore that no record indication exists that Wolverine ever raised the timeliness issue during the appraisal process. Moreover, Wolverine does not allege on appeal any prejudice it suffered arising from the alleged untimeliness of plaintiffs' appraisal demand, which plaintiffs filed within five and one-half months of the trial court's entry of its order finding defendant liable under the contract.

Wolverine also argues that the trial court erred in ordering appraisal because "[t]he issue of damages was . . . sufficiently complex that it would have been best determined by a jury or a judge and not an umpire," and because the damages determination in this cased involved a possible set-off and "questions [that] relate to credibility of witnesses[,] and it is not a case where an umpire determines value based on factors such as replacement cost of item, age and depreciation." We will not consider these arguments, however, because Wolverine has provided in its brief on appeal absolutely no citation to any authority supporting its positions. *Wilson v Taylor*, 457 Mich 232, 243; 577 NW2d 100 (1998) ("[A] mere statement without authority is insufficient to bring an issue before this Court.").

III

Lastly, Wolverine challenges the trial court's decision to award plaintiffs 12% pre and postjudgment interest pursuant to MCL 600.6013; MSA 27A.6013. We review de novo the trial court's award of interest under this section. *Beach v State Farm Mut Automobile Ins Co*, 216 Mich App 612, 623-624; 550 NW2d 580 (1996).

Entitlement to interest on a judgment is purely statutory and must be specifically authorized by statute. *Dep't of Transportation v Schultz*, 201 Mich App 605, 610; 506 NW2d 904 (1993). MCL 600.6013(5); MSA 27A.6013(5) provides for the imposition of interest as follows:

> For complaints filed on or after January 1, 1987, if a judgment is rendered on a written instrument, interest shall be calculated from the date of filing the complaint to the date of satisfaction of the judgment at the rate of 12% per year compounded annually, unless the instrument has a higher rate of interest.

The Supreme Court has explicitly held that an insurance contract constitutes a "written instrument" within the meaning of MCL 600.6013(5); MSA 27A.6013(5). *Yaldo v North Pointe Ins Co*, 457 Mich 341, 344-347; 578 NW2d 274 (1998). Therefore, pursuant to subsection 6013(5) plaintiffs clearly were entitled to both pre and postjudgment interest on their recovery under the Wolverine policy

at the rate of 12%. To the extent that Wolverine relies on *O J Enterprises, Inc v Ins Co of North America*, 96 Mich App 271; 292 NW2d 207 (1980), we agree with the trial court's observations that while "[i]n *O J Enterprises*, the insurance carrier did not oppose the appraisal and judicial intervention was not necessary," "[i]n this case, [Wolverine] has exercised its rights to deny liability at every stage of the process and even opposed the appraisal mechanism in favor of a more expensive trial. Judicial intervention has been necessary to obtain relief for the insured."[7] Furthermore, while Wolverine additionally argues in its brief on appeal that an imposition of 12% interest was improper pursuant to MCR 500.2006; MSA 24.12006 because Wolverine reasonably disputed plaintiffs' coverage claim, we observe that Wolverine's argument is misplaced given that the trial court in no respect relied on MCR 500.2006; MSA 24.12006.

Wolverine finally argues that because "the appraisal award in this case is silent as to preaward interest[, and] [t]he parties also did not explicitly agree whether [or] not to submit the issue of prejudgment interest to the arbitrators . . . . preaward interest is not appropriate in this matter," citing *Holloway Constr Co v Oakland Co Bd of Rd Comm'rs*, 450 Mich 608; 543 NW2d 923 (1996). We find *Holloway* distinguishable in many respects. First, the parties in *Holloway* dismissed their circuit court action without prejudice and without costs, submitting their remaining dispute directly to arbitration. *Id*. at 610. In the instant case, plaintiffs initially instituted their claim seeking a declaration of Wolverine's liability under the policy, with the subsequent, court-ordered appraisal determination of damages occurring incidentally to this liability determination. Second, in both *Holloway* and *Gordon Sel-Way, Inc v Spence Bros, Inc*, 438 Mich 488; 475 NW2d 704 (1991), which case the *Holloway* Court examined, the applicable arbitration provisions broadly permitted the arbitrators to grant any just and equitable remedy or relief within the scope of the parties' agreement. *Holloway*, *supra* at 610-611, 614-615, 617. Here, the Wolverine policy limited the appraisers' function to a determination of "the amount of loss." Third, the Supreme Court in *Holloway* recognized that an arbitration award of interest as damages together with a court's award of interest pursuant to MCL 600.6013; MSA 27A.6013 would result in a double recovery in contravention of public policy. *Holloway*, *supra* at 617-618. In this case, however, double recovery is not an issue. The parties' agreement did not provide that the appraisers would consider interest in calculating the amount of loss, and no indication exists that the appraisers contemplated interest of any kind. As mentioned above, plaintiffs filed this case seeking a determination of Wolverine's liability under the policy, and were entitled to interest pursuant to section 6013 "to compensate the[m as the] prevailing part[ies] for loss of the

use of the funds awarded as a money judgment, as well as to offset the costs of bringing an action." *Holloway*, *supra* at 614.

Affirmed.

/s/ Mark J. Cavanagh
/s/ Joel P. Hoekstra
/s/ Hilda R. Gage

[1] Plaintiff's appraisal award amounted to $54,621.03. The trial court reduced the award by $7,630 (prior payment), then by $500 (deductible), for a total appraisal award of $46,491.03.

[2] As we indicate in note 7, *infra*, we need not consider the merits of plaintiffs' cross appeal.

[3] While Judge Philip E. Rodgers, Jr. presided over this case, Judge Thomas G. Power heard the parties' arguments concerning appraisal and issued the order referring the damages issue to appraisal.

[4] Courts will generally reform an instrument to reflect the parties' actual intent where clear evidence exists that both parties reached an agreement, but as the result of mutual mistake, or mistake on one side and fraud on the other, the instrument does not express the true intent of the parties. *Mate v Wolverine Mut Ins Co*, 233 Mich App 14, 24; 592 NW2d 379 (1998). A mutual mistake is one common to both parties to the instrument, *Dingeman v Reffitt*, 152 Mich App 350, 358; 393 NW2d 632 (1986), pursuant to which "both parties are under substantially the same erroneous belief as to the facts." 2 Farnsworth, Contracts (2d ed), § 9.3, p 569. In this case, no mutual mistake existed because Fisher believed plaintiffs already had personal property insurance coverage and desired only insurance covering their house under construction, while Kelly Kippe thought the Wolverine policy covered plaintiffs' personal property whether located in plaintiffs' new home or at their rental home. With respect to reformation based on unilateral mistake and fraudulent or inequitable insurer conduct, plaintiffs alleged only a negligent omission on Fisher's part, but presented no evidence that Fisher committed any intentional or affirmative wrong.

[5] To the extent that Wolverine contends that plaintiffs were required to specify that they possessed personal property for which they desired coverage at their rental home, we note that the testimony of record indicates that neither Wolverine nor Fisher advised plaintiffs that they had to specify the other location's existence beyond its mere listing as their mailing address. Fisher and Kelli Kippe agreed that Fisher did explain that coverage was available for plaintiffs' personal property stored at other locations while their home was under construction. Fisher's and Kippe's accounts of their conversation vary with respect to Kippe's response to this information: Kippe testified that she simply responded, "Okay," while Fisher testified that Kippe gave no response, which allegedly lead Fisher to believe that plaintiffs must already have obtained some existing coverage of their personal property. While Fisher denied that Kippe ever stated that plaintiffs needed this coverage or requested further explanation, there is no record indication that Kippe denied or affirmatively expressed disinterest in the coverage of personal property at other locations. Undisputed testimony establishes that Fisher never specifically asked Kippe whether she wanted this coverage. Fisher testified regarding the insurance application that no "section [] specifically says, 'Contents stored at another location.' We are just told to write it in the Comments section of the application," but Fisher undisputedly failed to explain to Kippe that to secure coverage for

personal property located somewhere other than the home under construction Kippe had to ensure that the address of the personal property was specifically noted within the "Comments" section of the application. Kippe's testimony reveals her understanding that the policy for which she applied simply covered personal property at other locations. Kippe further averred, "If I had been asked a question as to whether or not I wanted my personal property covered at my parents' home at no additional charge to me, I would have taken the coverage, as I had already paid for it." Based on this record, undisputed facts show that Fisher failed to explain to Kippe that the personal property coverage was available at no additional cots to plaintiffs provided they simply designate the property's location, and failed to question Kippe to ascertain the extent of plaintiffs' interest in the extended personal property coverage.

[6] Plaintiffs explain that they filed their cross appeal contesting the trial court's dismissal of IICTC "in order to preserve their rights should this Court, in the initial appeal, reverse the Trial Court with regard to the Reformation of Contract issue." Because we have determined that the Wolverine policy covers plaintiffs' losses, however, and no issue exists with respect to whether any conduct of IICTC caused a failure of plaintiffs' coverage under the Wolverine policy, we need not address plaintiffs' cross appeal. The cross appeal has become moot. *B P 7 v Bureau of State Lottery*, 231 Mich App 356, 359; 586 NW2d 117 (1998).

[7] Wolverine also asserts in its brief on appeal that "the entitlement to interest should be governed by the terms of the contract not any statutory interest provisions." Because Wolverine does not support this position with authority, we decline to address it. *Wilson*, *supra*.