

STATE OF MICHIGAN
COURT OF APPEALS

LEONDRA STEEN,

Plaintiff-Appellant,

v

MICHIGAN BASIC PROPERTY INSURANCE
ASSOCIATION,

Defendant-Appellee,

and

BARNEY YARBROUGH,

Defendant.

UNPUBLISHED
December 8, 2000

No. 216597
Wayne Circuit Court
LC No. 96-624335-CK

Before: Bandstra, C.J., and Fitzgerald and D. B. Leiber*, JJ.

MEMORANDUM.

Plaintiff appeals as of right from the trial court's order granting defendant's motion for summary disposition. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff's grandmother bequeathed to him certain residential property. At the time the probate court transferred ownership of the property to plaintiff, the insurance policy, issued by defendant, was held by decedent's estate. Defendant denied plaintiff's request that the policy be assigned to him. Plaintiff did not procure insurance in his own name, and the property was subsequently destroyed by fire. Defendant denied plaintiff's claim for benefits for the reasons that his interest was not insured under the policy issued to the estate, and because he had not procured insurance in his own name.

Plaintiff filed suit alleging breach of contract, promissory estoppel to deny coverage, negligent failure to pay a claim, fraud, negligent misrepresentation, and innocent misrepresentation. Defendant moved for summary disposition pursuant to MCR 2.116(C)(8) and (10), arguing that it was undisputed that plaintiff was not a named insured on the policy issued to

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

the estate, and that plaintiff never procured insurance in his own name. The trial court granted the motion, adopting defendant's arguments as the basis for its decision.

We review a trial court's decision on a motion for summary disposition de novo. *Harrison v Olde Financial Corp*, 225 Mich App 601, 605; 572 NW2d 679 (1997).

Plaintiff argues that the trial court erred by granting defendant's motion for summary disposition. We disagree and affirm. Defendant did not contend, and the trial court did not find, that plaintiff did not have an insurable interest in the property. The trial court found that no issue of fact existed as to whether plaintiff's interest was insured. Plaintiff was not a named insured on the policy issued to the estate. He did not procure an interest in his own name. The doctrine of estoppel cannot be used to create insurance coverage where none exists. *Lee v Evergreen Regency Cooperative*, 151 Mich App 281, 285; 390 NW2d 183 (1986). Defendant cannot be bound by any alleged representations made by defendant Barney Yarbrough, an independent insurance agent, for the reason that Yarbrough was the actual agent of plaintiff and not defendant. *St. Paul Fire & Marine Ins Co v Ingall*, 228 Mich App 101, 109-110; 577 NW2d 188 (1998).

Plaintiff's assertion that unethical conduct by defendant not based on any contract of insurance supported his other claims is unsubstantiated. A party cannot simply assert a position and then leave it to this Court to search for authority to support that position. *Leitch v Switchenko*, 169 Mich App 761, 764; 426 NW2d 804 (1988). Summary disposition was proper.

Affirmed.

/s/ Richard A. Bandstra
/s/ E. Thomas Fitzgerald
/s/ Dennis B. Leiber