

STATE OF MICHIGAN
COURT OF APPEALS

SASIRAT WYCKOFF, as Personal Representative
of the Estate of BRUCE WYCKOFF, Deceased,

UNPUBLISHED
March 27, 2001

Plaintiff-Appellee,

v

No. 218435
Macomb Circuit Court
LC No. 89-001827-CK

AUTOMOBILE CLUB INSURANCE
ASSOCIATION,

Defendant-Appellant.

Before: Doctoroff, P.J., and Holbrook, Jr. and Hoekstra, JJ.

PER CURIAM.

In this insurance coverage case, defendant appeals as of right the trial court's grant of summary disposition in favor of plaintiff. We affirm.

Defendant argues that the trial court erred in granting plaintiff's motion for summary disposition and, instead, should have granted defendant's motion for summary disposition because plaintiff's health care policy's coordination of benefits clause was ambiguous. Defendant also argues that the trial court erred in assessing damages without giving defendant the opportunity to review the medical bills.

We decline to address these issues because defendant failed to present them to the Court in an appropriate manner. Other than providing citations for the standard of review and to explain that the trial court cited a case in support of its decision, defendant does not cite to a single case in support of its argument. Rather, defendant merely offers its "positions." The Michigan Supreme Court has explained:

[A] mere statement without authority is insufficient to bring an issue before this Court. It is not sufficient for a party "simply to announce a position or assert an error and then leave it up to this Court to discover and rationalize the basis for his claims, or unravel and elaborate for him his arguments, and then search for authority either to sustain or reject his position." [*Wilson v Taylor*, 457 Mich 232, 243; 577 NW2d 100 (1998), quoting *Mitcham v Detroit*, 355 Mich 182, 203; 94 NW2d 388 (1959); see also *Speaker-Hines & Thomas, Inc v Dep't of Treasury*, 207 Mich App 84, 90-91; 523 NW2d 826 (1994); MCR 7.212(C)(7).]

In any event, the trial court properly granted summary disposition in favor of plaintiff because the coordination of benefits clause in the decedent's ERISA health care benefits is unambiguous and controlling, and thus defendant is the primary insurer of medical benefits. *Auto Club Ins Ass'n v Frederick & Herrud, Inc (After Remand)*, 443 Mich 358, 387; 505 NW2d 820 (1993). Further, defendant made no response in opposition to plaintiff's motion for summary disposition pursuant to MCR 2.116(C)(10), see *Maiden v Rozwood*, 461 Mich 109, 120-121; 597 NW2d 817 (1999), made no argument to the trial court that the amount of damages should be determined separately from liability, and consented to the entry of an amount of damages without moving for the opportunity to review the medical bills or moving specifically for a trial on damages. Contrary to defendant's argument, its vague reference to its affirmative defenses, presumably meaning those stating that defendant did not timely receive the "reasonable proof of the fact and of the amount of loss sustained", is insufficient to preserve this issue for appellate review. *Fast Air, Inc v Knight*, 235 Mich App 541, 549; 599 NW2d 489 (1999). On the basis of defendant's utter failure to sufficiently brief its second issue coupled with defendant's failure to properly preserve that issue, we decline to address the second issue.

Affirmed.

/s/ Martin M. Doctoroff
/s/ Donald E. Holbrook, Jr.
/s/ Joel P. Hoekstra