STATE OF MICHIGAN

COURT OF APPEALS

ELMER HUZIAK and WALTER HUZIAK, by Next Friend TONYA HUZIAK,

Plaintiffs,

and

THE REGENTS OF THE UNIVERSITY OF MICHIGAN,

Intervening Plaintiff-Appellant,

v

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY and NATIONWIDE MUTUAL FIRE INSURANCE COMPANY,

Defendants-Appellees.

UNPUBLISHED
December 26, 2019

No. 345859
Wayne Circuit Court
LC No. 17-013222-NF

THE REGENTS OF THE UNIVERSITY OF MICHIGAN,

Plaintiff-Appellant,

v

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee.

No. 346540
Wayne Circuit Court
LC No. 18-003548-NF

Before: BECKERING, P.J., and BORRELLO and M. J. KELLY, JJ.

PER CURIAM.

These consolidated appeals arise from a single-car accident that resulted in serious physical injuries to Elmer Huziak, Jr. (hereafter "Huziak") and his two sons, Elmer and Walter. Huziak was the driver and the titled and registered owner of the car involved in the accident. The car, a Ford Taurus, was covered under a policy of insurance issued by defendant State Farm Mutual Automobile Insurance (hereafter, "State Farm") to Huziak's brother-in-law, Barry Little. The policy did not name Huziak as an insured. Plaintiff/intervening plaintiff, The Regents of the University of Michigan (hereafter, "The Regents")[1], contends that State Farm is responsible for the payment of no-fault benefits for injuries sustained by Huziak (Docket No. 346540) and the boys (Docket No. 345859) because Little was a statutory owner of the Taurus. The Regents further contends that, even if Little was not a statutory owner, State Farm is nonetheless liable for the payment of no-fault benefits because it insured the car. State Farm argues that even if Little had previously been a statutory owner of the car while Huziak and his sons lived with him, Little was not a statutory owner at the time of the accident; thus, State Farm does not fall within the order of priority for the payment of no-fault benefits. For the reasons explained below, we affirm the trial court's orders granting summary disposition to State Farm.

I. RELEVANT FACTS AND PROCEEDINGS

Sometime in 2013, Huziak, his wife at the time, Tonya Huziak, and the two boys, Elmer and Walter, moved in with Little and Tonya's mother at the family home in Wyandotte, Michigan. According to Tonya's deposition testimony, Huziak owned the Taurus at the time of the family's move to Wyandotte, and when Huziak had first purchased the car, Tonya maintained insurance for it under a policy issued in her name. At some point, however, the insurance lapsed because they were unable to afford the premiums. The car sat in Tonya's mother's driveway until Little decided to help the Huziaks financially by putting the Taurus on the insurance policy he maintained with State Farm for his Chevy S10 pickup truck. Tonya and the boys moved from the house in Wyandotte to a home in Melvindale in April 2014, but Huziak stayed behind in Wyandotte for about a year, and Little continued to pay insurance premiums for the Taurus.

Little testified that he and Huziak "used the vehicle equally. I drove it to work and, you know, he drove it to wherever he needed to go." Huziak testified that Little had his own set of keys to the car and could use it anytime. Asked if Little had to ask permission to use the Taurus, Huziak said, "Well, it was there, so I never questioned anybody about using it. It was – you know, he was nice enough to put insurance on it, so he could use it whenever he wanted to." Little, on the other hand, testified that he did have to ask permission to use the car, and that Huziak "would say yes or no." Little indicated that Huziak sometimes drove a work truck to and from work, and when he did, the Taurus was available for Little's use. Little drove the Taurus "[m]aybe twice a week" to "help with the insurance[,]" and used his Chevy S10 the rest of the time.

[1] "The Regents" is a Michigan constitutional corporation, Const 1963, art 8, § 5, that operates a medical center and provides various hospital and professional health services.

Huziak moved from the Wyandotte address and joined his wife and sons in Melvindale in 2015 or 2016.[2] Little testified that he kept the Ford Taurus on his insurance policy with State Farm as a way of helping his sister, Tonya. As Tonya remembered it, she had developed a serious illness and her family was holding fundraisers to help collect money for her treatment, and Little told her "for his fundraiser he would just continue to pay the insurance." Little testified similarly, stating that he kept paying the premiums for the Taurus because Tonya "has health issues" and saw specialists in Ann Arbor, and he knew "she needed a car and she needed insurance on a car to keep her going." Although Huziak and Little disagreed on whether Little returned the keys to the Taurus when Huziak moved to Melvindale, they agreed that Little did not use the Taurus once Huziak moved out of the Wyandotte house.

The accident that resulted in injuries to Huziak and the boys occurred on June 24, 2017. The three were transported to the University of Michigan Hospital where they were treated for their injuries. The Regents provided medical services to them for their injuries, incurring $249,219.52 in unpaid bills. On August 31, 2017, Tonya, as next friend for Elmer and Walter, filed a complaint alleging that, at the time of the accident, State Farm insured the boys under a policy issued to Little, and that the boys had incurred charges for services for their care that State Farm refused to pay. An amended complaint filed in October 2017 added to these allegations the allegation that the Michigan Automobile Insurance Placement Facility (MAIPF) failed to assign their claim. Huziak assigned his right to collect no-fault benefits to The Regents in November 2017, and in the following month, the boys did the same.[3] Subsequently, The Regents filed a complaint against State Farm in Huziak's case, and, in the boys' case, a successful motion to intervene, followed by an intervening complaint against State Farm and the MAIPF.

After The Regents filed its complaint and intervening complaint, both matters proceeded along similar lines. State Farm moved for summary disposition in each case, arguing that it was not liable for the payment of no-fault benefits relative to Huziak because it was not within the order of priority set forth in MCL 500.3114, and as to the boys, because they did not live with Little and Little was not an owner of the Taurus. The Regents filed responses to State Farm's motions for summary disposition denying that Little was not an owner of the vehicle and that State Farm was not the responsible insurer. The Regents also filed countermotions for summary disposition arguing that the sole issue was whether Little was an owner of the vehicle, given that he equally shared the vehicle with Huziak and had unlimited access to the vehicle.

Following hearings on State Farm's motions and The Regents' countermotions, the court concluded that The Regents failed to show that Little was a statutory owner at the time of the accident because there was no longer an arrangement in place for his use of the vehicle. In the

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[2] Tonya testified that Huziak moved in with them in February 2015, Huziak said it was August 2016, and Little testified that he thought Huziak moved out of the Wyandotte home in 2016 or 2017. Regardless of the year that Huziak moved to Melvindale, the parties agree that he did not reside at the Wyandotte house at the time of the accident.

[3] By that time, Walter, had turned 18 years of age and made the assignment himself. Tonya made the assignment on behalf of Elmer, who was still a minor.

boys' case, the trial court issued an order on June 21, 2018, granting State Farm's motion for summary disposition and dismissing State Farm from the case. On September 20, 2018, the court issued a stipulated order dismissing defendant Nationwide Mutual Fire Insurance Company with prejudice and closing the case.[4] It is from this order that The Regents appeals in Docket No. 345859. The trial court issued an order granting State Farm's motion for summary disposition in Huziak's case on November 12, 2018. It is from this order that The Regents appeals in Docket No. 346540. After filing its claims of appeal, The Regents filed a motion in this Court to consolidate the appeals. We granted the motion by an order entered on January 23, 2019.[5]

II. DISCUSSION

The Regents first argues that the trial court erred by granting summary disposition to State Farm based on its finding that Little was not the statutory owner of the Taurus at the time of the accident. We disagree.

A. STANDARD OF REVIEW

This Court reviews de novo a trial court's decision on a motion for summary disposition. *Ardt v Titan Ins Co*, 233 Mich App 685, 688; 593 NW2d 215 (1999). A motion under MCR 2.116(C)(10) tests the factual sufficiency of a claim, and a trial court properly grants summary disposition where "[e]xcept as to the amount of damages, there is no genuine issue as to any material fact, and the moving party is entitled to judgment or partial judgment as a matter of law." MCR 2.116(C)(10). "A genuine issue of material fact exists when the record, giving the benefit of reasonable doubt to the opposing party, leaves open an issue upon which reasonable minds might differ." *West v Gen Motors Corp*, 469 Mich 177, 183; 665 NW2d 468 (2003). When deciding a motion for summary disposition, a trial court must consider the pleadings, affidavits, depositions, admissions and other documentary evidence submitted in the light most favorable to the nonmoving party. See MCR 2.116(G)(5). The court must draw all reasonable inferences in favor of the nonmoving party. See *Dextrom v Wexford Co*, 287 Mich App 406, 415-416; 789 NW2d 211 (2010). This Court reviews a motion for summary disposition on appeal in the same way that the trial court was obligated to review it. See *Bronson Methodist Hosp v Auto-Owners Ins Co*, 295 Mich App 431, 440; 814 NW2d 670 (2012).

B. STATUTORY OWNERSHIP

"The purpose of the Michigan no-fault act is to broadly provide coverage for those injured in motor vehicle accidents without regard to fault." *Iqbal v Bristol W Ins Group*, 278

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[4] Nationwide Mutual Fire Insurance Company has filed an appearance in this Court in this matter, but not a brief. The arguments that The Regents raises on appeal pertain directly to State Farm. The MAIPF assigned the boys' claim to Nationwide.

[5] *Elmer Huziak v State Farm Mutual Auto Ins Co; Regents of the Univ of Michigan v State Farm Mutual Auto Ins Co*, unpublished order of the Court of Appeals, entered January 23, 2019 (Docket Nos. 345859 and 346540).

Mich App 31, 37; 748 NW2d 574, 578 (2008). The act requires "[t]he owner or registrant of a motor vehicle required to be registered in this state [to] maintain security for payment of benefits under personal protection insurance, property protection insurance, and residual liability insurance." MCL 500.3101(1). The no-fault insurance act defines "owner" in relevant part to include "[a] person renting a motor vehicle or having the use of a motor vehicle, under a lease or otherwise, for a period that is greater than 30 days." MCL 500.3101(2)(*l*)(*i*).[6] "Having the use" of a motor vehicle for purposes of the statute "means using the vehicle in ways that comport with concepts of ownership." *Ardt*, 233 Mich App at 690. Ownership implies "*proprietary* or *possessory* usage as opposed to merely incidental usage under the direction or with the permission of another." *Id*. at 691 (original emphasis). "There may be multiple owners of a vehicle for purposes of the no-fault act." *Iqbal*, 278 Mich App at 38 (quotation marks and citation omitted). At issue in the present case is whether Little, who was neither the titleholder nor registrant of the Taurus, was a statutory owner of the car at the time of the accident.

As our caselaw illustrates, whether a vehicle's driver is a statutory owner of the vehicle is a fact-specific inquiry. In *Ardt*, a driver, who lived with his mother, was injured while driving his mother's uninsured pickup truck. Before determining whether the injured driver was a statutory owner, this Court had to determine the degree of usage required to satisfy the statutory definition of "owner." *Ardt*, 233 Mich App at 690. One witness testified that the driver regularly used the car for more than 30 days, but the driver's mother testified that the driver used the truck only sporadically and for minor purposes, such as having it washed. *Id*. at 689. This Court concluded that the "regular pattern of unsupervised usage" testified to by one witness could support a finding that the injured driver exercised proprietary or possessory usage of the truck, and thus was a statutory owner of the truck, but the mother's testimony of the driver's sporadic use would not support such a finding. *Id*. at 691. Accordingly, this Court determined that a genuine issue of material fact existed regarding whether the driver was a statutory owner.

In *Detroit Med Ctr v Titan Ins Co*, 284 Mich App 490; 775 NW2d 151 (2009), this Court evaluated whether an injured driver was the "owner" of the uninsured vehicle she was driving when she had an accident. *Detroit Med Ctr*, 284 Mich App at 491. The driver kept the car at her house, drove it grocery shopping approximately seven times over the course of a month, and paid for its fuel. Nevertheless, the father of the driver's children held title to the car and took care of maintenance, and whenever the driver wanted to use the car, she had to get permission and the keys from her children's father. *Id*. at 492. The Court determined that the driver did not have unfettered and regular use of the vehicle, nor did she have permission to use the car for a continuous 30 days. Although the car's titleholder apparently never denied the driver permission to use the car, the driver still had to ask permission each time she wanted to use the car and had to get the car's keys from the titleholder. This Court decided that the arrangement between the driver and the titleholder did not bespeak a "transfer of a right to use, but simply an agreement to periodically lend," *id*. at 493, and concluded that the driver was not an owner of the car.

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[6] Previously, MCL 500.3101(2)(k)(*i*). In 2019 PA 21, effective June 11, 2019, the Legislature renumbered the statute, but did not change the relevant content. Unless otherwise indicated, references to statutes in this decision are to the current version of the statutes.

By contrast, in *Chop v Zielinski*, 244 Mich App 677; 624 NW2d 539 (2001), this Court held that the ex-wife of a car's titleholder was an owner and not merely a borrower when, under the mistaken assumption that the judgment of divorce would award her the car, she kept the car at her apartment and used it for more than 30 days to commute to and from work and to run errands. Likewise, in *Kessel v Rahn*, 244 Mich App 353; 624 NW2d 220 (2001), this Court concluded that the plaintiff-driver, injured in a car accident while driving her mother's uninsured car, fell within the statutory definition of "owner." The plaintiff testified at her deposition that she had "pretty much" exclusive, daily use of the car for more than a year prior to the accident. *Kessel*, 244 Mich App at 357. She had used it to drive to work, to transport her children, and for any other use for which she needed it, and she was not aware that her mother had used the car during this time. Similarly, the plaintiff's mother testified that she bought the car intending for the plaintiff to use it, that the plaintiff used the car daily and kept it at her house, and that the plaintiff's mother had not driven the car while it was in the plaintiff's possession. *Id*. In addition, the mother testified that the plaintiff was responsible for paying for gas, repairs, and insurance, and that she would have revoked her permission for the plaintiff to use the car if she had known that the plaintiff had not maintained the required automobile insurance. *Id*. at 358. On these facts, the Court concluded that there was "no genuine issue of material fact that plaintiff had a regular pattern of unsupervised usage to establish a sufficient proprietary or possessory use of the vehicle for more than 30 days, thus coming within the definition of owner under § 3101." *Id*. at 358 (quotation marks and citation omitted).

In each of these cases, this Court found statutory ownership where a driver used a car in the way an owner would use it for at least 30 days, i.e., regularly, without restrictions, and without having to seek permission each time he or she used it.

C. APPLICATION

In the present case, the evidence regarding Little's use of the Taurus while Huziak lived at the Wyandotte address is mixed on the question of statutory ownership. As indicated, although Little's use of the Taurus was not exclusive, as was the case in *Chop* and *Kessel*, Little testified that he and Huziak shared the car equally while they lived together at the Wyandotte address, and Huziak testified that Little could use the Taurus any time he wanted. Little paid for the insurance for the Taurus and had his own set of keys for the car, and the car was parked at his house.

Nevertheless, some aspects of Little's use of the vehicle seem incidental. For example, unlike the plaintiffs in *Chop* and *Kessel*, Little's use of the Taurus was not daily or unrestricted. Little said that he used the Taurus "maybe twice a week" to "help with the insurance," i.e., he received a multi-car discount, and that he used his Chevy S10 the rest of the time. Little testified that he did not perceive himself to be an owner of the car and said that he asked Huziak's permission whenever he wanted to use the car. Little's request for permission to use the Taurus may have been more akin to coordinating the use of the car than actually seeking approval to use it. However, testimony indicating that Little had another vehicle and used the Taurus a couple of times a week when Huziak had a work truck available to him suggests that Little's use of the Taurus was not unrestricted, but was subordinate to Huziak's use of the car. In addition, there is no evidence that Little shared in the expense for fuel, maintenance, or repairs for the Taurus. This mixed record gives rise to a genuine issue of material fact regarding whether Little's use of

the Taurus while Huziak lived at the Wyandotte address satisfied the statutory requirements of MCL 500.3101(2)(*l*)(*i*).

The question on appeal, however, is not whether Little was a statutory owner of the Taurus while he and Huziak lived at the Wyandotte address, but whether he was a statutory owner at the time of the accident on June 24, 2017, while Huziak was living in Melvindale with his wife and kids. As noted earlier, statutory ownership can entail 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. MCL 500.3101(2)(*l*)(*i*) implicitly acknowledges that statutory ownership can be temporal, such as in the case of a vehicle that is rented or leased for a finite period. The trial court found that Little was not a statutory owner at the time of the accident because whatever arrangements were in place for use of the car while Huziak lived in Wyandotte did not pertain once Huziak moved to Melvindale. By contrast, The Regents asserts that Little was a statutory owner of the Taurus when he and Huziak lived together at the Wyandotte address, and that, although Little's pattern of usage may have changed after Huziak moved to Melvindale, the nature of his right to use the car did not. The Regents points out that MCL 500.3101(2)(*l*)(*i*) does not require that a person actually use a car in order to be a statutory owner of the car, and it argues that the trial court erred by focusing on Little's actual use of the car once Huziak moved to Melvindale.

The Michigan Supreme Court established in *Twitchel v MIC Gen Ins Corp*, 469 Mich 524; 676 NW2d 616 (2004), that a person need not "actually have used [a] vehicle for a thirty-day period before a finding may be made that the person is an owner." *Twitchel* involved a driver who was purchasing a pickup truck from a friend. The driver paid half the purchase price and took possession of the pickup truck; the seller would transfer the title once the driver paid the remaining half of the purchase price. However, five days after taking possession of the pickup truck, and before completing payment and obtaining title to the truck, the driver was involved in a fatal accident. The question before the Michigan Supreme Court was whether the driver was an "owner" of the truck at the time of the accident, given that he lacked title to the truck and had driven it less than 30 days. Our Supreme Court determined that the driver was an owner and explained that "the focus must be on the nature of the person's right to use the vehicle" rather than on whether the person actually used the vehicle for a 30-day period. *Twitchel*, 469 Mich at 530. In *Twitchel*, the Court explained, "the arrangement between the seller and the buyer was for a permanent transfer of ownership of the vehicle and it contemplated that the deceased would have exclusive use of the truck permanently. The fact that the accident occurred before the expiration of thirty days does not affect the nature of the deceased's interest in the vehicle." *Id*. at 531.

The *Twitchel* Court made clear that the nature of the driver's right to use the vehicle arose from the buy/sell agreement between the driver and the seller. See *id*. (as a further example, noting that if a lease agreement extends beyond 30 days, the lessee is an "owner" from the inception of the arrangement, regardless of whether 30 days have passed). In the present case, there was no express agreement delineating the nature of Little's right to use the vehicle, and the nature of Little's right to use the vehicle must be discerned from Huziak's and Little's testimony about usage.

Assuming without deciding that Little's use of the Taurus while Huziak lived at the Wyandotte address established Little as a statutory owner pursuant to MCL 500.3101(2)(*l*)(*i*), the

record in the present case does not support The Regent's argument that Little's status did not change when Huziak moved to Melvindale. On the contrary, the evidence suggests that location was a critical element in Huziak's and Little's agreement, and that once Huziak moved to Melvindale, the nature of Little's right to use the Taurus changed significantly.

The testimony of both Little and Huziak implicitly acknowledged this change. Little testified that he and Huziak shared the Taurus "at first" and that he had a set of keys "at the time," both statements referring to when Huziak lived in Wyandotte. Little testified about his access to the Taurus after Huziak moved to Melvindale as follows:

> *Q* [ATTORNEY]. After that point in time when [Huziak] moved out and into the Melvindale address did you still have use of the vehicle?
>
> *A*. [LITTLE] No.
>
> *Q*. You were not able to use the Taurus?
>
> *A*. No.
>
> *Q*. Did you use it any time after he moved out?
>
> *A*. No.

When Huziak moved to Melvindale, he took the Taurus with him and Little no longer had the use of it and did not use it after Huziak moved from the Wyandotte address.

Huziak's testimony likewise reflects the change affected by his move to Melvindale, as the following exchange illustrates:

> *Q* [ATTORNEY]. After you moved to Melvindale, was he [Little] still using the Taurus?
>
> *A* [HUZIAK]. No.
>
> *Q*. I mean, that would have made sense, right, because it's --
>
> *A*. Right.
>
> *Q*. Isn't it like a 20-minute drive?
>
> *A*. Yes.
>
> *Q*. Okay. But can you think of any time that he used the Taurus after you moved to the Melvindale address.
>
> *A*. The one time he used it to go to rent a car, that was it.
>
> *Q*. Did he ask you for permission to use it first?

A. Well, it was there, so I never questioned anybody about using it. It was – you know, he was nice enough to put insurance on it, so he could use it whenever he wanted to.

Q. Is that before or after you moved to the Melvindale address?

A. That was around the time that I was moving to the Melvindale address.

Q. But then after you moved into the Melvindale address, Barry Little didn't really have use of the vehicle?

A. Right.

The foregoing indicates a change in Huziak's perception of the nature of Little's right to use the Taurus after the move to Melvindale. Huziak agreed that Little "didn't really have use of the vehicle" and that it would not have made sense for Little to use the car in light of the 20-minute distance between Wyandotte and Melvindale. Moreover, Huziak's assertion that Little could use the Taurus any time he wanted came during questions regarding Huziak's residence in Wyandotte. Huziak did not make the same claim for the period after he moved to Melvindale. In fact, he acknowledged that Little did not use the Taurus after he moved to Melvindale. Thus, the nature of Little's right to use the vehicle when it was parked at the Wyandotte address and he was sharing it with a resident relative changed significantly when that relative moved 20 minutes away and took the car with him.

The Regents argues that Little's retaining a set of keys and maintaining insurance on the car, and Huziak's insistence that Little could use the car any time he wanted, demonstrate that the nature of Little's right to use the car did not change after Huziak moved to Melvindale. As indicated above, however, Huziak did not claim that Little could use the Taurus any time he wanted after Huziak moved to Melvindale. On the contrary, Huziak recognized that such use was simply impractical. With regard to insurance, Little testified that he did not change the policy when Huziak moved out because Tonya "had health issues" and he knew she needed a car to drive back and forth to doctors' appointments. The fact that he discussed the issue with Tonya implies the search for a new reason to continue to insure the Taurus after Huziak's departure from the Wyandotte address, and his decision indicates that he found that new reason in Tonya's potential use of the vehicle. Finally, there is some disagreement as to whether Little surrendered his set of keys to Huziak when the latter moved to Melvindale, with Little testifying that he gave his key back to Huziak. Even if we assume that Little kept his set of keys, we are not compelled to interpret this as indicating that the nature of Little's right to use the car remained the same when Huziak moved to Melvindale because keeping a set of keys might reasonably be as consistent with the possibility of incidental and sporadic usage of the vehicle as with proprietary or possessory usage.

Viewing the record evidence in the light most favorable to The Regents, the trial court did not err in granting summary disposition to State Farm based on its conclusion that no material question of fact existed as to whether Little was a statutory owner of the Taurus at the time of the accident. Even if we assume for the sake of argument that Little had once been a statutory owner, Huziak's move to Melvindale did more than usher in changes in Little's pattern

of usage, it affected the agreement that gave rise to the nature of Little's right to use the car. If Little's use of the Taurus satisfied the requirements of MCL 500.3101(2)(*l*)(*i*) while he and Huziak lived together at the Wyandotte address, the arrangement they had ceased to exist after Huziak moved to Melvindale. The record evidence simply does not support as reasonable a factual conclusion that Little's right to use of the Taurus comported with the concepts of ownership. *Ardt*, 233 Mich App at 690.

The Regents next argues that even if Little was not a statutory owner of the Taurus, State Farm is still liable for the payment of no-fault benefits because it insured the Taurus. In support of this argument, The Regents relies on the following principle, most recently articulated in our Supreme Court's holding in *Dye v Esurance Prop & Cas Ins Co*, ___ Mich___, ___; ___ NW2d ___ (2019) (Docket No. 155784):

> [A]n owner or a registrant of a motor vehicle involved in an accident is not excluded from receiving no-fault benefits when someone other than that owner or registrant purchased no-fault insurance for that vehicle because the owner or registrant of the motor vehicle may 'maintain' the insurance coverage required under the no-fault act even if he or she did not purchase the insurance. [*Dye*, __ Mich at __; slip op at 4.]

While it is true that Huziak is not excluded from receiving no-fault benefits because Little maintained insurance on the Taurus, The Regents improperly conflates "coverage under the no-fault act with priority under the no-fault act." *Id*. at __ n 61; slip op at 21 n 61. According to the applicable priority scheme set out in MCL 500.3114(5), a person injured in a motor vehicle accident may claim no-fault personal protection benefits from insurers in the following order of priority:

> (a) The insurer of the owner or registrant of the motor vehicle involved in the accident.
>
> (b) The insurer of the operator of the motor vehicle involved in the accident.

Huziak was the owner, registrant, and operator of the vehicle involved in the June 24, 2017 motor vehicle accident at issue, but he is not named in the State Farm policy maintained by Little. Accordingly, State Farm does not fall within the order of priority set forth in MCL 500.3114(5), and is not liable for the payment of no-fault benefits. Thus, the argument that State Farm is liable for the payment of no-fault benefits based merely on the fact that it insured the Taurus under the policy maintained by Little fails.

Affirmed.

/s/ Jane M. Beckering
/s/ Stephen L. Borrello
/s/ Michael J. Kelly