

STATE OF MICHIGAN
COURT OF APPEALS

GARY JACK VAN HEUSEN,

Plaintiff-Appellee,

v

MICHIGAN AUTOMOBILE INSURANCE
PLACEMENT FACILITY,

Defendant-Appellant.

FOR PUBLICATION
October 15, 2026
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No. 373182
Washtenaw Circuit Court
LC No. 23-001605-NF

Before: KOROBKIN, P.J., and RIORDAN and MARIANI, JJ.

KOROBKIN, P.J.

Defendant, the Michigan Automobile Insurance Placement Facility (MAIPF), appeals by leave granted¹ the trial court’s order denying its motion for summary disposition and granting summary disposition and declaratory relief to plaintiff, Gary Jack Van Heusen. In this case under Michigan’s no-fault act, MCL 500.3101 *et seq.*, we address a question of first impression: whether a person who is injured in a motor-vehicle accident while not an occupant of a motor vehicle may claim personal protection insurance (PIP) medical benefits under the Michigan Assigned Claims Plan (MACP) if that person has a PIP policy but opted out of medical coverage. For the reasons stated in this opinion, we hold that such a person may not claim such benefits under the MACP. We therefore reverse the trial court’s order and remand for entry of an order granting summary disposition to defendant.

I. BACKGROUND AND FACTS

On December 20, 2022, plaintiff was driving with his wife in their Honda CRV SUV when Ruth Heimbach, who was driving her own Saturn L200 SUV, struck their vehicle from behind. Plaintiff and Heimbach pulled to the right lane of the road and exited their respective vehicles to assess the damage. A third driver, Kenneth Macauley, Jr., then struck the rear of Heimbach’s

¹ *Van Heusen v Mich Auto Ins Placement Facility*, unpublished order of the Court of Appeals, entered May 28, 2025 (Docket No. 373182).

vehicle. The impact forced Heimbach's car forward, and it hit both plaintiff and Heimbach. Plaintiff sustained multiple serious injuries and complications including a broken leg and a pulmonary embolism. He thereafter accrued significant medical expenses from various medical providers.

At the time of the crash, plaintiff and his wife had an automobile insurance policy from Auto-Owners Insurance Company that covered the Honda CRV. The policy included PIP coverage for replacement services and survivor's benefits but not medical or work-loss coverage. Plaintiff, as the named insured, had opted out of PIP medical coverage on the relevant insurance selection form. In so doing, plaintiff had certified that he was covered under Medicare Parts A and B and that his spouse and other resident relatives were covered by either qualified health coverage or another automobile insurance policy with PIP medical coverage. As a result, plaintiff paid a reduced premium for his no-fault insurance.

After the accident, plaintiff filed a claim with defendant for PIP benefits under the MACP. Defendant denied plaintiff's claim, explaining that because plaintiff had identifiable and applicable insurance from Auto-Owners and had elected to opt out of medical coverage, plaintiff did not qualify for benefits under the MACP.²

Plaintiff thereafter initiated this action,³ seeking no-fault medical benefits under the MACP pursuant to MCL 500.3115 for the injuries he sustained as a nonoccupant of a motor vehicle, along with associated claims for declaratory relief, damages, and attorney fees and costs. Plaintiff later filed a motion for declaratory relief, defendant moved for summary disposition under MCR 2.116(C)(8) (failure to state a claim on which relief can be granted) and (C)(10) (no genuine issue of material fact), and plaintiff's response in opposition requested summary disposition pursuant to MCR 2.116(I)(2) (nonmoving party entitled to judgment). Following a hearing on both parties' motions, the trial court issued an opinion and order concluding that plaintiff was entitled to claim PIP benefits under the MACP pursuant to MCL 500.3115 because plaintiff was injured while not an occupant of a motor vehicle, was not covered for medical expenses under his PIP policy, and was not otherwise excluded from receiving benefits. The trial court therefore granted plaintiff's motion for declaratory relief under MCR 2.605, denied defendant's motion for summary disposition, and entered judgment for plaintiff under MCR 2.116(I)(2).

This appeal followed.

II. STANDARD OF REVIEW

This Court reviews de novo the trial court's determination on a motion for summary disposition and issues of statutory interpretation. *McMaster v DTE Energy Co*, 509 Mich 423,

² Defendant also initially stated that plaintiff failed to maintain qualified health coverage, which precluded him from accessing PIP benefits through the MACP, but later acknowledged that plaintiff had the requisite Medicare coverage.

³ Plaintiff also filed a third-party action against Heimbach and Macauley in Lenawee Circuit Court, which was resolved by stipulated order.

431; 984 NW2d 91 (2022). Summary disposition under MCR 2.116(C)(10) tests the factual sufficiency of a claim, *id.*, and is appropriate when, “[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). “On the other hand, summary disposition is proper under MCR 2.116(I)(2) ‘if the court determines that the opposing party, rather than the moving party, is entitled to judgment as a matter of law.’ ” *Rataj v City of Romulus*, 306 Mich App 735, 746; 858 NW2d 116 (2014) (citation omitted). “A genuine issue of material fact exists when the record leaves open an issue upon which reasonable minds might differ.” *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 160; 934 NW2d 665 (2019) (cleaned up).

“A motion under MCR 2.116(C)(8) tests the *legal sufficiency* of a claim based on the factual allegations in the complaint.” *Id.* at 159. “When considering such a motion, a trial court must accept all factual allegations as true, deciding the motion on the pleadings alone. A motion under MCR 2.116(C)(8) may only be granted when a claim is so clearly unenforceable that no factual development could possibly justify recovery.” *Id.* at 160 (citations omitted).

“Questions of law relative to declaratory judgment actions are reviewed de novo, but the trial court’s decision to grant or deny declaratory relief is reviewed for an abuse of discretion.” *Reed-Pratt v Detroit City Clerk*, 339 Mich App 510, 516; 984 NW2d 794 (2021) (quotation marks and citation omitted). A court abuses its discretion when its decision “falls outside the range of reasonable and principled outcomes.” *Id.* “An error of law necessarily constitutes an abuse of discretion.” *Denton v Dep’t of Treasury*, 317 Mich App 303, 314; 894 NW2d 694 (2016).

III. ANALYSIS

Defendant contends that the trial court erred because plaintiff is not entitled to PIP medical benefits under the MACP. We agree.

As this Court recently explained:

The no-fault act became law in 1973, providing “an innovative social and legal response to the long payment delays, inequitable payment structure, and high legal costs inherent in the tort (or ‘fault’) liability system.” *Shavers v Kelley*, 402 Mich 554, 578; 267 NW2d 72 (1978). The act sought “to provide victims of motor vehicle accidents assured, adequate, and prompt reparation for certain economic losses.” *Id.* at 578-579. To do so, it required Michigan motorists to purchase no-fault insurance to legally operate a motor vehicle. *Id.* at 579. “Under this system, victims of motor vehicle accidents would receive insurance benefits for their injuries as a substitute for their common-law remedy in tort.” *Id.* [*Mary Free Bed Rehab Hosp v Esurance Prop and Cas Ins Co*, ___ Mich App ___, ___; ___ NW3d ___ (2026) (Docket No. 370846); slip op at 4, lv gtd ___ Mich ___ (2026) (Docket No. 169926).]

No-fault policies must provide, subject to certain exceptions, PIP medical benefits for “[a]llowable expenses consisting of reasonable charges incurred for reasonably necessary products, services and accommodations for an injured person’s care, recovery, or rehabilitation.” MCL 500.3107(1)(a). PIP benefits also encompass work-loss benefits, MCL 500.3107(1)(b),

replacement-services benefits, MCL 500.3107(1)(c), and survivor's loss benefits, MCL 500.3108. Generally, persons injured in motor vehicle accidents must seek no-fault benefits from their own no-fault insurer (or that of a spouse or relative domiciled in the same household) under MCL 500.3114(1) unless an exception in MCL 500.3114(2), (3), or (5) applies. MCL 500.3114(1); see also *Hmeidan v State Farm Mut Auto Ins Co*, 326 Mich App 467, 476-477; 928 NW2d 258 (2018).

Until 2019, individuals injured in motor vehicle accidents were entitled to receive unlimited lifetime PIP medical benefits. See *Douglas v Allstate Ins Co*, 492 Mich 241, 257; 821 NW2d 472 (2012), citing MCL 500.3107(1), as enacted by 1972 PA 294, as amended by 1991 PA 191. In 2019, the Legislature enacted 2019 PA 21 and 2019 PA 22, which radically reformed the no-fault system by allowing those who are required to maintain motor vehicle insurance to limit or decline PIP medical benefits. See MCL 500.3107c (addressing the process for selecting limited coverage); MCL 500.3107d (addressing the process for declining coverage); MCL 500.3109a (addressing the process for exclusions from limited coverage). Pertinent here, MCL 500.3107d allows an individual to opt out of PIP medical coverage entirely if they have certain “qualified health coverage” (QHC), and, if applicable, their spouse and relatives residing in the household have either QHC or PIP medical coverage from another insurer. MCL 500.3107d(1), (7)(c). Individuals who maintain coverage under Medicare A or B have QHC, MCL 500.3107d(7)(b)(ii), and may decline PIP medical coverage on that basis, commonly referred to as the “Medicare opt-out.” MCL 500.3107d(1), (7)(c). Individuals may also decline PIP medical coverage by selecting a \$250,000 allowable-expenses coverage limit for others and then excluding themselves or anyone in the household who holds the requisite QHC from coverage, commonly referred to as the “QHC opt-out.” MCL 500.3109a(2). Those who maintain the requisite QHC and decline PIP medical coverage or exclude themselves from coverage are entitled to pay a reduced premium for their policy. MCL 500.2111f(3); MCL 500.3109a(2)(a), (b).

Under some circumstances, individuals injured in auto accidents who lack applicable no-fault coverage may claim benefits under the MACP. See MCL 500.3114(4) (occupant of motor vehicle); MCL 500.3115 (nonoccupant of motor vehicle); MCL 500.3114(6) (motorcycle operator or passenger). As our Supreme Court explained in *Bronner v Detroit*, 507 Mich 158, 174-175; 968 NW2d 310 (2021):

[T]he MACP is a benefit to persons injured in motor vehicle accidents who otherwise do not have applicable insurance benefits. It imposes, by statute, the obligation of providing no-fault benefits to persons injured in motor vehicle accidents if an applicable no-fault policy cannot be identified, MCL 500.3172(1), on all no-fault insurers licensed to do business in Michigan. In other words, the MACP obliges them to function as insurers of last resort even as to some injured persons with whom the insurer does not have an existing insurance relationship, making “insurance companies . . . the instruments through which the Legislature carries out a scheme of general welfare.” [Citation omitted.]

Defendant, the MAIPF, was created by statute to manage the operation of the MACP. MCL 500.3171. Once the MAIPF determines that a claimant is eligible for benefits, it is required to “promptly assign the claim” to an insurer under the MACP and to notify the claimant which insurer has been assigned the claim. MCL 500.3174.

This appeal concerns whether plaintiff may claim PIP medical benefits under the MACP. Plaintiff points to MCL 500.3115, which provides:

Except as provided in [MCL 500.3114(1)], a person who suffers accidental bodily injury while not an occupant of a motor vehicle shall claim personal protection insurance benefits under the assigned claims plan under [MCL 500.3171 to MCL 500.3175.]

In this case, it is undisputed that plaintiff was not an occupant of a motor vehicle at the time he sustained his injuries, as he had exited and was standing outside his vehicle. It is also undisputed that plaintiff opted out of PIP medical coverage on his Auto-Owners policy and that he was eligible to do so as a Medicare recipient under MCL 500.3107d. The novel question before us is whether, having elected to forgo such coverage, plaintiff may recover allowable medical expenses from defendant, the MAIPF, pursuant to MCL 500.3115.

To answer this question, we must interpret several provisions of the no-fault act. When interpreting a statute, this Court's goal is to "ascertain the legislative intent that may reasonably be inferred from the words expressed in the statute." *Douglas*, 492 Mich at 256 (quotation marks and citation omitted). This Court must consider "the plain meaning of the critical word or phrase as well as its placement and purpose in the statutory scheme." *Id.* (quotation marks and citation omitted). If the statutory language is unambiguous, then this Court's consideration ends there. *Id.* "[C]ourts must interpret statutes in a way that gives effect to every word, phrase, and clause in a statute and avoid an interpretation that would render any part of the statute surplusage or nugatory." *Esurance Prop & Cas Ins Co v MACP*, 507 Mich 498, 508-509; 968 NW2d 482 (2021) (quotation marks and citation omitted). "A statute is rendered nugatory when an interpretation fails to give it meaning or effect." *Id.* (quotation marks and citation omitted). Further, "a court may not engraft on a statutory provision a term that the Legislature might have added to a statute but did not." *People v Kern*, 288 Mich App 513, 522; 794 NW2d 362 (2010). This Court must also be careful to read the various provisions of the no-fault act "harmoniously to give effect to the statute as a whole." *MEEMIC Ins Co v Mich Millers Mut Ins*, 313 Mich App 94, 102; 880 NW2d 327 (2015) (quotation marks and citation omitted). Additionally, as Michigan's no-fault insurance system was implemented as a remedial measure to provide victims of motor vehicle accidents with guaranteed, sufficient, and prompt economic compensation, we construe it liberally in favor of motor vehicle accident victims. *Gauntlett v Auto-Owners Ins Co*, 242 Mich App 172, 179; 617 NW2d 735 (2000).

The difficulty in this case arises from the structure of the relevant statutory provisions, which include multi-layered cross-references to other parts of the no-fault act which in turn house exceptions containing yet more cross-references and exceptions. So to begin, we trace the nonoccupant statute and the statutory provisions that it cross-references. Again, MCL 500.3115 provides:

Except as provided in [MCL 500.3114(1)], a person who suffers accidental bodily injury while not an occupant of a motor vehicle shall claim personal protection insurance benefits under the assigned claims plan under [MCL 500.3171 to MCL 500.3175.]

In turn, MCL 500.3114(1) provides, in pertinent part:

Except as provided in subsections (2), (3), and (5), a personal protection insurance policy described in [MCL 500.3101(1)] applies to accidental bodily injury to the person named in the policy, the person's spouse, and a relative of either domiciled in the same household, if the injury arises from a motor vehicle accident. . . .

Subsection (2) of MCL 500.3114 pertains to vehicles operated in the business of transporting passengers, subsection (3) pertains to employer-owned motor vehicles driven by employees or members of their households, and subsection (5) pertains to operators or passengers of motorcycles. As none of those circumstances are at issue here, those subsections are not implicated. Accordingly, the relevant portion of the statute states that "a [PIP] policy described in [MCL 500.3101(1)] applies to accidental bodily injury to the person named in the policy"

We are thus directed next to MCL 500.3101(1), the statutory provision that requires all motorists to carry no-fault insurance. That provision provides, in relevant part:

(1) Except as provided in [MCL 500.3107d] and [MCL 500.3109a], the owner or registrant of a motor vehicle required to be registered in this state shall maintain security for payment of benefits under personal protection insurance . . . as required under this chapter

MCL 500.3107d and MCL 500.3109a, in turn, are the statutory provisions governing the previously discussed opt-outs for PIP medical coverage. We therefore circle back to the relevant parts of those provisions. MCL 500.3107d(1) provides, in part:

For an insurance policy that provides the security required under [MCL 500.3101(1)] and is issued or renewed after July 1, 2020, the applicant or named insured may, in a way required under [MCL 500.3107e] and on a form approved by the director, elect to not maintain coverage for personal protection insurance benefits payable under section [MCL 500.3107(1)(a)]

And MCL 500.3109a(2) states:

For an insurance policy issued or renewed after July 1, 2020, the insurer shall offer to an applicant or named insured that selects a personal protection benefit limit under [MCL 500.3107c(1)(b)] an exclusion related to qualified health coverage.

Having identified the relevant statutory provisions, we return to plaintiff's central claim, which is that MCL 500.3115 entitles him to claim PIP medical benefits under the MACP as a nonoccupant of a motor vehicle. In the parties' briefs, their first major point of disagreement concerns the meaning of the opening proviso in MCL 500.3115: "Except as provided in [MCL 500.3114(1)]" Plaintiff argues that this "except" clause does not apply to his situation because, as a result of his opt-out, plaintiff had no coverage for PIP medical benefits through his Auto-Owners policy. Therefore, plaintiff argues, he cannot claim benefits through that policy under MCL 500.3114(1), which in turn means that the plain language of MCL 500.3115 directs

him to seek such benefits under the MACP. Defendant, by contrast, argues that the “except” clause *does* apply because plaintiff is named in his Auto-Owners policy as contemplated in MCL 500.3114(1), and the fact that the policy does not actually provide coverage for PIP medical benefits, per plaintiff’s opt-out, is immaterial. Consequently, defendant argues, plaintiff may not claim PIP benefits through the MACP under MCL 500.3115.

Ultimately, it is not necessary to determine whether the “[e]xcept as provided in [MCL 500.3114(1)]” clause in MCL 500.3115 categorically precludes all nonoccupants who are covered by a PIP policy from claiming PIP benefits through the MACP.⁴ Assuming, without deciding, that the “except” clause in MCL 500.3115 does not prevent plaintiff from going to the MACP, we nonetheless conclude that under the MACP statutes themselves—MCL 500.3171 to MCL 500.3175—plaintiff is ineligible to claim benefits.

We agree with defendant that this Court’s decision in *Steanhouse v Mich Auto Ins Placement Facility (On Remand)*, 351 Mich App 209; 34 NW3d 627 (2024), is controlling. In that case, the plaintiff was an occupant of a motor vehicle and was injured in an accident that took place outside the state of Michigan. *Id.* at 212. MCL 500.3111 provides that PIP benefits are payable for out-of-state injuries arising from a motor vehicle accident if the injured occupant is a Michigan resident, and MCL 500.3114(4) provides, in relevant part, that injured occupants who do not have insurance coverage “shall claim personal protection insurance benefits under the assigned claims plan under [MCL 500.3171] to [MCL 500.3175].” The plaintiff in *Steanhouse* argued that because MCL 500.3114(4) provides that such persons “shall claim” benefits under the MACP, he was necessarily eligible for such benefits. *Steanhouse*, 351 Mich App at 218. This Court disagreed. “That conclusion skips the last step of the analysis,” we explained. *Id.* “MCL 500.3114(4) instructs that claims for PIP benefits made to the MACP are governed by the provisions of MCL 500.3171 through MCL 500.3175. *And these statutory provisions contain their own eligibility requirements.*” *Id.* (emphasis added).

The Court then turned to those requirements, among them those enumerated in MCL 500.3172(1):

A person entitled to claim because of accidental bodily injury arising out of the ownership, operation, maintenance, or use of a motor vehicle as a motor vehicle *in this state* may claim personal protection insurance benefits through the assigned claims plan if any of the following apply:

- (a) No personal protection insurance is applicable to the injury.
- (b) No personal protection insurance applicable to the injury can be identified.

⁴ Thus, it is unnecessary to address whether the “except” clause in MCL 500.3115 has any implications for an injured nonoccupant who is covered under a PIP policy but claims benefits under the MACP due to a dispute between insurers or because an insurer lacks the financial ability to fulfill its obligation. See MCL 500.3172(1)(c), (d).

(c) No personal protection insurance applicable to the injury can be ascertained because of a dispute between 2 or more automobile insurers concerning their obligation to provide coverage or the equitable distribution of the loss.

(d) The only identifiable personal protection insurance applicable to the injury is, because of financial inability of 1 or more insurers to fulfill their obligations, inadequate to provide benefits up to the maximum prescribed. [Emphasis added.]

As shown above, MCL 500.3172(1) applies only to “the ownership, operation, maintenance, or use of a motor vehicle as a motor vehicle *in this state*.” (Emphasis added.) Therefore, the *Steanhouse* Court concluded, and notwithstanding indications to the contrary in MCL 500.3111 and MCL 500.3114(4), the plaintiff could not obtain PIP benefits through the MACP because, having been injured in an accident that occurred outside the state, he did not independently meet the eligibility requirements of MCL 500.3172(1). *Steanhouse*, 351 Mich App at 219.

When we apply *Steanhouse* here, a similar analysis follows. As previously stated, MCL 500.3115 provides that “a person who suffers accidental bodily injury while not an occupant of a motor vehicle shall claim personal protection insurance benefits under the assigned claims plan under [MCL 500.3171] to [MCL 500.3175].” But, as stated in *Steanhouse*, “these statutory provisions contain their own eligibility requirements.” *Steanhouse*, 351 Mich App at 218; see also *Spencer v Citizens Ins Co*, 239 Mich App 291, 301; 608 NW2d 113 (2000) (“[MCL 500.3172(1)] describes the situations in which an injured person may receive assigned-claim benefits . . .”). Although the present case does not involve an injury that occurred out of state, *Steanhouse* requires that, for plaintiff to be eligible for MACP benefits, one of the following four conditions of MCL 500.3172(1) must apply:

(a) No personal protection insurance is applicable to the injury.

(b) No personal protection insurance applicable to the injury can be identified.

(c) No personal protection insurance applicable to the injury can be ascertained because of a dispute between 2 or more automobile insurers concerning their obligation to provide coverage or the equitable distribution of the loss.

(d) The only identifiable personal protection insurance applicable to the injury is, because of financial inability of 1 or more insurers to fulfill their obligations, inadequate to provide benefits up to the maximum prescribed.

Plainly, neither subsection (c) nor (d) applies in this case. Further, plaintiff’s Auto-Owners insurance policy “can be identified.” MCL 500.3172(1)(b). Therefore, we must determine whether plaintiff’s policy is “applicable to the injury.” MCL 500.3172(1)(a), (b).

We conclude that plaintiff’s Auto-Owners policy is “applicable to the injury.” *Id.* Recall that MCL 500.3114(1) provides that “a personal protection insurance policy described in [MCL 500.3101(1)] *applies* to accidental bodily injury to the person named in the policy . . .” (Emphasis added.) And, as stated, MCL 500.3101 requires motor vehicle owners or registrants to “maintain

security for payment of benefits under personal protection insurance . . . as required under this chapter,” with the caveat (as relevant here), “[e]xcept as provided in [MCL 500.3107d].” Although plaintiff suggests that this “[e]xcept” clause in MCL 500.3101(1) means that a policy with a Medicare opt-out is *not* a “policy described in [MCL 500.3101(1)],” MCL 500.3114(1), we are not persuaded. As we read the statute, MCL 500.3101(1)’s “[e]xcept as provided in [MCL 500.3107d]” clause merely clarifies that PIP policies required by MCL 500.3101(1) need not, under specified circumstances, maintain the full panoply of PIP benefits described elsewhere in the no-fault act. In other words, the Legislature included the “except as provided” clause in MCL 500.3101(1) to acknowledge available limitations included within the requirement to maintain PIP insurance, which otherwise generally encompasses medical benefits, MCL 500.3107(1)(a). But the statute’s proviso that not all PIP policies must include medical coverage does not negate such a policy’s fundamental character as a PIP policy. That is, a PIP policy with an opt-out is still “a personal protection insurance policy described in [MCL 500.3101(1)].” MCL 500.3114(1).⁵ As such, it “*applies* to accidental bodily injury to the person named in the policy,” *id.* (emphasis added)—and it is therefore “*applicable* to the injury” under MCL 500.3172(1)(a) (emphasis added).

Our interpretation is buttressed by the language of MCL 500.3107d, the medical opt-out statute under which plaintiff elected to decline PIP medical coverage. Again, that statute provides, in part:

For an insurance policy that provides the security required under [MCL 500.3101(1)] and is issued or renewed after July 1, 2020, the applicant or named insured may, in a way required under [MCL 500.3107e] and on a form approved by the director, elect to not maintain coverage for personal protection insurance benefits payable under section [MCL 500.3107(1)(a)] [MCL 500.3107d(1) (emphasis added).]

In thus explaining the process by which an individual with QHC may choose to not maintain medical coverage “[f]or an insurance policy that provides the security required under [MCL 500.3101(1)],” this statute, by its own terms, thereby characterizes an insurance policy with a medical opt-out as a policy under MCL 500.3101(1). Put another way, under the statutory language used in MCL 500.3107d, plaintiff did not opt out of a “policy described in [MCL 500.3101(1)],” MCL 500.3114(1); he opted out of having medical coverage *in* a “policy described in [MCL 500.3101(1)],” *id.* As described in MCL 500.3107d, his policy without medical coverage is still a “policy described in [MCL 500.3101(1)].” MCL 500.3114(1). To construe MCL

⁵ This Court made a similar observation in *American Physio, LLC v State Farm Mut Auto Ins Co*, unpublished per curiam opinion of the Court of Appeals, issued December 3, 2024 (Docket No. 367918), pp 6-7, stating in that case that the named insured’s “election under MCL 500.3107d to not maintain PIP medical coverage . . . does not mean the [policy was] not a proper no-fault policy under MCL 500.3101(1).” Although unpublished opinions are not binding precedent, they can be instructive or persuasive. MCR 7.215(C)(1); *Mich Head & Spine Institute PC v Auto-Owners Ins Co*, 338 Mich App 721, 727; 980 NW2d 567 (2021).

500.3101(1) and MCL 500.3114(1) otherwise would impermissibly render MCL 500.3107d's language nugatory. See *Esurance*, 507 Mich 508-509.

Our reading also “harmoniously” reads the relevant provisions together “to give effect to the statute as a whole.” *MEEMIC*, 313 Mich App at 102 (quotation marks and citation omitted). Those who own or register motor vehicles are required to maintain no-fault insurance on their vehicles and insurers must offer the required insurance. MCL 500.3101. That the 2019 reform empowered individuals to opt out of *some* PIP coverage does not mean that such policies are not PIP policies. Indeed, “all automobile insurance policies offered in this state must include benefits under personal protection insurance,” except as allowed by MCL 500.3107d. MCL 500.3101(2). And the record reflects that plaintiff, although opting out of PIP medical coverage, maintained PIP coverage for replacement-services benefits under MCL 500.3107(1)(c) and survivor's loss benefits under MCL 500.3108. It cannot therefore be said that plaintiff lacked “a personal protection insurance policy described in [MCL 500.3101(1)].” MCL 500.3114(1). Plaintiff had a single PIP policy with a Medicare opt-out, replacement-services benefits, and survivor's loss benefits. We see no authority within the no-fault statute to bifurcate our analysis, focusing only on the medical-coverage portion of plaintiff's policy and ignoring the replacement-services and survivor's-benefits portion, when each is a component of PIP coverage, and the policy overall is a PIP policy. Consequently, plaintiff's Auto-Owners policy “applies to accidental bodily injury to the person named in the policy,” MCL 500.3114(1), and as such it is “personal protection insurance applicable to the injury,” MCL 500.3172(1)(a), (b). As a result, plaintiff is ineligible for PIP benefits under the MACP. See *Steanhouse*, 351 Mich App at 219.

Plaintiff argues that defendant's reliance on MCL 500.3172(1) is misplaced because that statute merely lists ways in which a person *may* claim benefits from the MACP but does not provide the *only* ways in which a person can do so. But that argument was implicitly considered and rejected in *Steanhouse*, 351 Mich App at 219-221, a case that plaintiff's brief does not address or attempt to distinguish. As the Court explained in *Steanhouse*:

[The plaintiff]'s interpretation ignores the unambiguous language of MCL 500.3114(4)—a qualifying individual who is not covered under a no-fault policy shall claim PIP benefits under the MACP “under [MCL 500.3171] to [MCL 500.3175]”—by suggesting that an individual can claim benefits through the MACP without looking to the statutory provisions expressly referenced in the priority scheme. Under the priority statute, [MCL 500.3114,] one must look to MCL 500.3171 through MCL 500.3175 to determine whether a claimant is eligible for benefits through the MACP. In this case, looking to MCL 500.3172(1), [the plaintiff] is ineligible for PIP benefits because his injury stems from an out-of-state accident. [*Id.* at 220-221.]

Likewise, under MCL 500.3115, one must also look to MCL 500.3171 to MCL 500.3175 to determine whether a claimant is eligible through the MACP. And, looking to MCL 500.3172(1), plaintiff is ineligible for PIP benefits because none of the four conditions enumerated in that statutory provision applies.

Plaintiff also argues that his position is supported by comparing statutory language in the nonoccupant statute, MCL 500.3115, with a different provision of the no-fault act, MCL

500.3114(4), which concerns occupants of motor vehicles. The latter provision contains explicit language that excludes Medicare and QHC opt-outers from the MACP as follows:

Except as provided in subsections (2) and (3), a person who suffers accidental bodily injury arising from a motor vehicle accident while an occupant of a motor vehicle who is not covered under a personal protection insurance policy as provided in subsection (1) shall claim personal protection insurance benefits under the assigned claims plan under sections 3171 to 3175. *This subsection does not apply to a person insured under a policy for which the person named in the policy has elected to not maintain coverage for personal protection insurance benefits under section 3107d or as to which an exclusion under section 3109(2) applies, or who is not entitled to be paid personal protection benefits under section 3107d(6)(c) or 3109a(2)(d)(ii).* [MCL 500.3114(4) (emphasis added).]

According to plaintiff, because the Legislature used the italicized language in MCL 500.3114(4) to explicitly exclude opt-outers from the MACP if they are injured occupants, the Legislature's decision not to use similar language in MCL 500.3115 reflects an intent to allow opt-outers to claim benefits under the MACP if they are injured nonoccupants.

It is not readily apparent why the Legislature would choose to give one such group but not the other the right to claim benefits under the MACP. But it is true, as plaintiff argues, that “[g]enerally, when language is included in one section of a statute but omitted from another section, it is presumed that the drafters acted intentionally and purposely in their inclusion or exclusion,” *Traverse City Area Convention & Visitors Bureau v Golden Swan Mgt, LLC*, ___ Mich App ___, ___; ___ NW3d ___ (2025) (Docket No. 365541); slip op at 7, and that “[c]ourts cannot assume that the Legislature inadvertently omitted from one statute the language that it placed in another statute, and then, on the basis of that assumption, apply what is not there,” *Farrington v Total Petroleum, Inc.*, 442 Mich 201, 210; 501 NW2d 76 (1993). Accordingly, all other things being equal, we might ordinarily be inclined to infer, as plaintiff urges us to do, that the Legislature, by omitting from MCL 500.3115 the language that it placed in MCL 500.3114(4), signified an intent to allow nonoccupant opt-outers to claim benefits under the MACP.

Canons of statutory construction, however, are merely general “rules of thumb.” *People v Pinkney*, 501 Mich 259, 285 n 63; 912 NW2d 535 (2018), quoting *Conn Nat’l Bank v Germain*, 503 US 249, 253; 112 S Ct 1146; 117 L Ed 2d 391 (1992). They “should not be used mechanically, and . . . [do] not apply in every situation.” *Milne v Robinson*, 513 Mich 1, 12; 6 NW3d 40 (2024). In the present case, although we do not deny that plaintiff’s argument has some persuasive value, we ultimately conclude that it does not carry the day. At least two countervailing considerations undercut the applicability of the principle of statutory interpretation that plaintiff invokes. First, as discussed above, we are bound by *Steanhouse* to examine whether plaintiff satisfies the requirements of MCL 500.3172(1), independently of the fact that another section of the no-fault act states that he “shall claim” benefits under the MACP. See *Steanhouse*, 351 Mich App at 218. As the *Steanhouse* Court surmised, such internal tensions within the no-fault act are “[p]erhaps . . . an unintended consequence of the Legislature amending the ever-complex [statute].” *Id.* at 223 n 5.

Second, a close reading of the two statutory provisions plaintiff cites—MCL 500.3115 and MCL 500.3114(4)—reveals that they are not necessarily as comparable as plaintiff suggests. Specifically, the first sentence of MCL 500.3114(4) states that an occupant “who is not *covered* under a [PIP] policy . . . shall claim [PIP] benefits under the [MACP] . . .” (Emphasis added.) The use of the word “covered” is significant here, because someone who opted out of medical *coverage* under MCL 500.3107d(1) would seem to meet the definition of someone “who is not covered.” Therefore, insofar as the Legislature’s intent was to exclude from the MACP opt-outers who were injured as occupants, the second sentence of MCL 500.3114(4) explicitly effectuated that intent. By contrast, MCL 500.3115 does not state, in so many words, that injured nonoccupants shall claim benefits under the MACP if they are not “covered” under a PIP policy. Correspondingly, the failure to add explicit language excluding from the MACP opt-outers who were injured as nonoccupants does not necessarily reflect an intent to make them automatically eligible for benefits. Rather, as explained, MCL 500.3172(1) does the work of limiting such eligibility.

Our reading of MCL 500.3115 and MCL 500.3172(1) also accords with the purpose of the no-fault act and its amendments. As we recently observed, “the spirit of the no-fault act and its 2019 amendments . . . prioritize[s] personal choice in insurance policies.” *Mary Free Bed*, ___ Mich App at ___; slip op at 12. Plaintiff’s reading of the statute, which would entitle individuals who opted out of medical benefits in exchange for paying a lower premium to then claim benefits through the MACP for which they previously declined coverage, runs counter to the centrality of individual choice enshrined by the 2019 reform legislation. We have also recognized that the 2019 reforms were instituted to “‘control the cost of automobile insurance’” *West Mich Home Care Servs, Inc v Meemic Ins Co*, ___ Mich App ___, ___; ___ NW3d ___ (2025) (Docket No. 369151); slip op at 3, quoting *Andary v USAA Cas Ins Co*, 512 Mich 207, 214; 1 NW3d 186 (2023). Holding opt-outers to the coverage limits and exclusions that they have chosen is consistent with this goal. At the same time, because the opt-out is available only for those with QHC—that is, some other form of health insurance that would provide coverage for injuries related to motor vehicle accidents, MCL 500.3107d(7)(b)—and because the MACP remains an insurer of last resort, our decision is likewise consistent with the overall aim of the no-fault statute to ensure that most persons injured in auto accidents have some form of medical coverage for their injuries. *Shavers*, 402 Mich at 578-579; *Bronner*, 507 Mich at 174-175.

IV. CONCLUSION

For the reasons stated,⁶ plaintiff is not eligible to claim PIP medical benefits under the MACP. The trial court’s order to the contrary is therefore reversed, and we remand for entry of an order granting summary disposition in favor of defendant. We do not retain jurisdiction.

/s/ Daniel S. Korobkin

/s/ Michael J. Riordan

/s/ Philip P. Mariani

⁶ Because we conclude that plaintiff may not claim MACP benefits under MCL 500.3172(1)(a), we need not address defendant’s argument that plaintiff is ineligible to claim such benefits under MCL 500.3173.