

# no-fault newslines

A ROAD MAP FOR MOTOR VEHICLE INSURERS AND OWNERS

## No Coverage for Shirrtail Relative

By: Mark C. Vanneste

April 21, 2016

### SECRET WARDLE NOTES

Case law has not been crystal clear in defining who qualifies as a “relative” as the term is used in the No-Fault Act other than to define it as someone related by marriage, blood, or adoption. Determining who is related by blood or adoption is usually uncomplicated. This published opinion provides some clarity by adopting a bright line rule for who is related by marriage.

According to the *Lewis* Court, when a couple marries, each spouse becomes related by marriage to the other spouse’s blood relatives. However, the blood relatives of each spouse are not related by marriage to the blood relatives of the other spouse. This rule should be applied when analyzing “relative” status in coverage and priority determinations.

\* \* \* \*

In *Valencia Lewis, et al v Farmers Insurance Exchange*, \_\_\_ Mich App \_\_\_ (2016), issued on April 19, 2016 and selected for publication, the Court of Appeals took a closer look at the definition of “relative” as used in MCL 500.3114(1). This section of the No-Fault Act provides that PIP benefits are available 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.”

The *Lewis* Court deal with a claimant, Valencia Lewis, who had brought a lawsuit against Farmers for PIP benefits. Ms. Lewis was struck by a motor vehicle as a pedestrian on October 26, 2012. She did not have a No-Fault policy of her own but resided with Tamekiah Gordon. Ms. Gordon was a named insured on a policy with Farmers.

During discovery, the plaintiff was deposed regarding her relation to Ms. Gordon. She first testified that Ms. Gordon was her sister. However, at a second deposition, she clarified her relationship by indicating that she was a cousin of Ms. Gordon’s. More specifically, she testified that her father’s sister (her aunt) had married Ms. Gordon’s father’s brother (Ms. Gordon’s uncle). Farmers filed a motion for summary disposition arguing that the plaintiff did not fit the definition of relative under MCL 500.3114(1) nor did the claimant fit the definition of family member under the Farmers policy.

The trial court, without oral argument, issued an opinion indicating that the plaintiff and Ms. Gordon were “cousins by marriage.” Therefore, the plaintiff qualified as a resident relative of Ms. Gordon’s and was entitled to PIP benefits from Farmers. Farmers appealed the trial court’s opinion.

On appeal, the *Lewis* Court indicated that it must look to both MCL 500.3114(1) and the language of the Farmers policy. While Farmers may not restrict the meaning of “resident relative” as used in § 3114(1), an insurance carrier may expand the definition to cover more persons than required by the statute.

MCL 500.3114(1) allows a claimant to recover PIP benefits from the insurer of a “relative” domiciled in the same household. While “relative” is not defined by the statute, it has been defined by case law as a person related “by marriage, consanguinity, or adoption.” See *Allen v State Farm Mutual Auto Insurance Company*, 268 Mich App 342, 345; 708 NW2d 131 (2005). The *Lewis* Court framed the issue before it as whether the plaintiff qualified as Ms. Gordon’s relative “by marriage,” *i.e.*, “by affinity.” Black’s Law Dictionary defines a “relative by affinity” as “someone who is related solely as the result of a marriage and not by blood or adoption.”

The Court pointed out that Michigan statutes and case law have long recognized a difference between consanguineous (blood) relatives and relatives by affinity (by marriage). In *People v Zajackowski*, 493 Mich 6, 13 (2012), the Supreme Court defined “affinity” as:

The relation existing in consequence of marriage between each of the married persons and the blood relatives of the other, and the degrees of affinity are computed the same way as those of consanguinity or kindred. A husband is related, by affinity, to all the blood relatives of his wife, and the wife is related by affinity, to all the blood relatives of the husband.

In other words, when a couple marries, each spouse becomes related, by affinity, to the other spouse’s blood relatives. The *Lewis* Court ruled that the trial court extended affinity principles one step further. In other words, the trial court went too far by finding that marriage creates affinity relationships not only between a spouse and their spouse’s blood relatives, but also between the blood relatives of a spouse and the blood relatives of the other spouse.

Since the plaintiff sought PIP benefits from Farmers arguing that she qualified as Gordon’s relative by marriage, she was barred from recovery. The marriage of her blood relative, her paternal aunt, to the insured’s blood relative, her paternal uncle, did not fall within the definition of relative by affinity.

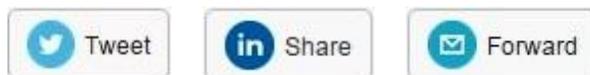
The *Lewis* Court also looked to the Farmers policy. The policy indicated that PIP benefits were payable to or for an “insured person.” The policy defined “insured person” as the named insured or any “family member.” The policy also defined “family member” as “a person related to you [the named insured] by blood, marriage or adoption who is a resident of your household.”

Since the definition of “family member” in the policy was not much different than the definition of “relative” under § 3114(1), the Court concluded that the Farmers policy did not expand coverage beyond that required by the No-Fault Act. Therefore, for the same reasons, the Court of Appeals ruled that the plaintiff was not a “family member” as defined by the policy.

**PLEASE CLICK HERE TO SIGN UP FOR SECREST WARDLE NEWSLETTERS PERTINENT TO OTHER AREAS OF THE LAW**



**We welcome your questions -  
Please contact Mark C. Vanneste at  
[mvanneste@secrestwardle.com](mailto:mvanneste@secrestwardle.com)  
or 248-539-2852**





**Troy 248-851-9500**  
**Lansing 517-886-1224**  
**Grand Rapids 616-285-0143**  
[www.secretwardle.com](http://www.secretwardle.com)

## **CONTRIBUTORS**

**Motor Vehicle Litigation Practice Group Chairs**  
**Mark C. Vanneste**  
**Alison M. Quinn**

**Editors**  
**Linda Willemsen**  
**Sandie Vertel**

**This newsletter is for the purpose of providing information and does not constitute legal advice and should not be construed as such. This newsletter or any portion of the newsletter is not to be distributed or copied without the express written consent of Secret Wardle.**

*Copyright © 2016 Secret Wardle. All rights reserved.*