

STATE OF MICHIGAN
COURT OF APPEALS

GLORIA HARTS and TYRONE HARTS,

Plaintiffs-Appellants,

v

FARMERS INSURANCE EXCHANGE and
GREGORY PIETRZAK,

Defendants-Appellees.

UNPUBLISHED

August 22, 1997

No. 193312

Kent Circuit Court

LC No. 95-003059-NZ

Before: Sawyer, P.J., and Bandstra and E. A. Quinnell*, JJ.

MEMORANDUM.

Plaintiffs appeal by right summary disposition in favor of defendants in this action alleging negligence in the failure to advise plaintiffs concerning uninsured motorist coverage when they procured automobile liability insurance. This case is being decided without oral argument pursuant to MCR 7.214(E).

Formerly, insurers and their agents had a statutory duty to inform purchasers of automobile liability insurance regarding the availability of uninsured motorist coverage, under § 3010 of the Insurance Code. That statute, however, was repealed by 1972 PA 345, § 2. Since that time, uninsured motorist coverage is not required by statute, including the No-Fault Insurance Act, and its availability is governed by the insurance contract between the parties. *Sallee v ACIA*, 190 Mich App 305, 307-308; 475 NW2d 828 (1991). Uninsured motorist coverage therefore comes within the general principle of Michigan insurance jurisprudence that obligates the insured to read the policy and raise questions concerning coverage within a reasonable time after issuance; an insurance agent has no affirmative duty to advise a client regarding the adequacy of a policy's coverage. *Parment Homes v Republic Ins Co*, 111 Mich App 140, 144-145; 314 NW2d 453 (1981).

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

Here, there is no evidence of the requisite “special relationship” that would remove this case from that rule. Summary disposition was therefore properly granted. *Bruner v League General Ins Co*, 164 Mich App 28; 416 NW2d 318 (1987).

Affirmed.

/s/ David H. Sawyer

/s/ Richard A. Bandstra

/s/ Edward A. Quinnell