

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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JOHNSON STREET TRUST and  
FIRST SAMARITAN CORP TRUST,

UNPUBLISHED  
August 11, 2000

Plaintiffs-Appellants,

v

No. 214271  
Oakland Circuit Court  
LC No. 97-546170-CK

MICHIGAN BASIC PROPERTY INSURANCE  
ASSOCIATION,

Defendant-Appellee.

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Before: Murphy, P.J., and Kelly and Talbot, JJ.

MEMORANDUM.

Plaintiffs appeal as of right from the circuit court order that granted summary disposition to defendant in this denial of insurance coverage case. We reverse and remand. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

The trial court granted summary disposition on the basis that plaintiffs' claim for vandalism losses was time-barred under the twelve-month limitation period in the insurance policy. This was error. The applicable insurance policy incorporated a basic policy and a Michigan changes endorsement. Paragraph D of the endorsement incorporated the so-called "165 lines" of the Michigan Standard Fire Policy, as statutorily mandated under the repealed MCL 500.2832; MSA 24.12832, and its successor statute, MCL 500.2833; MSA 24.12833. Lines 157 through 161 of the fire policy endorsement set forth the twelve-month limitation period relied on by defendant and the trial court. However, while defendant aptly acknowledges on appeal that "[t]he vandalism claim submitted to Appellee had nothing to do with paragraph D of the Endorsement because the claim did not relate to perils of fire, lightning or removal," defendant then contradicts itself and relies on the 12-month limitation period *in the endorsement*.<sup>1</sup> We decline to adopt defendant's faulty interpretation of its own policy. Instead, we

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<sup>1</sup> We further note that, even assuming that defendant had been correct in relying on the limitation period in the standard fire policy endorsement, this Court would be required to find that provision to be absolutely void in light of *Randolph v State Farm Fire & Casualty Ins Co*, 229 Mich App 102; 580

(continued...)

conclude that plaintiffs' claim is governed by the provisions of the basic policy, which includes coverage for vandalism and which sets forth a two-year limitation period. Accordingly, summary disposition was improperly granted.

Reversed and remanded for further proceedings. We do not retain jurisdiction.

/s/ William B. Murphy

/s/ Michael J. Kelly

/s/ Michael J. Talbot

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(...continued)

NW2d 903 (1998).