

STATE OF MICHIGAN
COURT OF APPEALS

ROBERT CHAMBERS,

Plaintiff-Appellant,

v

NATIONAL UNION FIRE INSURANCE
COMPANY, AMERICAN HOME ASSURANCE
COMPANY, GALLAGHER
TRANSPORTATION SERVICES, and
LANDSTAR RANGER, INC.,

Defendants-Appellees.

UNPUBLISHED

May 24, 2005

No. 260693

Genesee Circuit Court

LC No. 04-078561-NF

Before: Murphy, P.J., and White and Smolenski, JJ.

WHITE, J. (*concurring*).

I write separately to observe that because the contractual provision at issue is inconsistent with MCL 500.3145, and limits the recovery otherwise required by the no-fault act, it is impermissible and unenforceable. *Cruz v State Farm Mut Automobile Ins Co*, 466 Mich 588; 648 NW2d 591 (2002). The effect of the provision is to shift responsibility for first party benefit expenses to the health insurance system, the social insurance system, or plaintiff himself. All of these results are inconsistent with the Legislature's no-fault scheme.

/s/ Helene N. White