MICHIGAN COURT OF APPEALS

Northland Radiology, Inc. v. Allstate Fire and Casualty Insurance Company

No. 374214 (Mich. Ct. App. Mar. 25, 2026) · No. 374214 · Decided March 25, 2026

SUMMARY

The Michigan Court of Appeals held that an insured's election to opt out of personal protection insurance medical coverage was ineffective because a resident relative did not have the required qualified health coverage and documentation was not provided for that relative. Under MCL 500.3107d(4), the policy was therefore considered to provide unlimited PIP medical coverage, absent other valid defenses. The court reversed summary disposition for Allstate and remanded for further proceedings, including possible consideration of fraud and rescission.

CASE DETAILS

COURT	Michigan Court of Appeals
WRITING FOR THE COURT	Sima G. Patel, P.J.; Philip P. Mariani, J.; Brock A. Swartzle, J.
JURISDICTION	Michigan Court of Appeals
DECIDED	March 25, 2026
DOCKET	374214
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Northland Radiology appealed the Oakland Circuit Court's grant of summary disposition to Allstate under MCR 2.116(C)(10) in an action seeking payment for medically necessary services provided to an injured resident relative under a no-fault policy.
STANDARD OF REVIEW	Summary disposition is reviewed de novo. When a motion is brought under both MCR 2.116(C)(8) and (C)(10), but the parties and trial court relied on matters outside the pleadings, review proceeds under MCR 2.116(C)(10). Statutory interpretation is also reviewed de novo.
PRECEDENTIAL VALUE	published and precedential
PARTIES	Northland Radiology, Inc. v. Allstate Fire and Casualty Insurance Company

TOPICS

insurance coverage · statutory interpretation · plain meaning rule · summary judgment · appellate procedure

PRACTICE AREAS

Michigan no-fault insurance · PIP medical coverage · statutory interpretation · summary disposition · appellate procedure

QUESTIONS PRESENTED

1. Whether Springer's election to opt out of PIP medical coverage was effective when her resident relative did not have the required qualified health coverage or other automobile-policy PIP coverage.
2. Whether an ineffective opt-out causes the policy to be deemed to provide unlimited PIP medical coverage under MCL 500.3107d(4) and MCL 500.3107c(1)(d).
3. Whether the trial court properly granted Allstate summary disposition based on its ability to rely on Springer's statements on the opt-out form.

HOLDINGS

1. All criteria in MCL 500.3107d must be satisfied for an election to opt out of PIP medical coverage to be effective. Because Turner's required coverage was absent and documentation of his qualified coverage was not provided, Springer did not make an effective election.
2. When the applicant or named insured has not made an effective election under MCL 500.3107d(1), the policy is considered to provide unlimited PIP medical coverage. That coverage applies to the whole policy rather than only to selected individuals.
3. The trial court erred by granting summary disposition to Allstate because the ineffective opt-out meant that, absent another valid defense, the policy provided unlimited PIP medical coverage.

KEY QUOTATIONS

> *"We hold that the plain and unambiguous language in MCL 500.3107d provides that all the criteria outlined in MCL 500.3107d must be met to effectively opt out of PIP medical coverage."* (slip op. at 1)

> *"Because all the criteria were not met in this case, we conclude that Springer failed to make an effective election to opt out of PIP medical coverage under MCL 500.3107d."* (slip op. at 7)

> *"The language chosen by the Legislature in MCL 500.3107d reflects its intent that a policy will provide unlimited PIP medical coverage if an applicant or named insured does not make an effective election to opt out of coverage."* (slip op. at 8)

FACTUAL BACKGROUND

Dwight Turner was injured in a February 1, 2023 automobile collision and received treatment from Northland Radiology. Turner's mother, Jacqueline Springer, was the named insured on an Allstate no-fault policy and had elected to opt out of PIP medical coverage in exchange for a reduced premium based on her Medicare Parts A and B coverage and her certification that resident relatives had qualifying coverage. Turner lived at the same address according to the police report, but his Medicaid coverage was not qualified health coverage under the no-fault act, and Springer did not provide Allstate documentation of qualifying coverage for him. Northland Radiology sought payment under the policy through Turner's assignment of rights.

PROCEDURAL HISTORY

After Dwight Turner was injured in an automobile collision, Northland Radiology sued Allstate for payment for services provided to Turner and relied on an assignment of rights from him. Allstate moved for summary disposition, arguing that the policy provided no PIP medical coverage because Turner's mother, the named insured, had opted out of PIP coverage. The trial court granted summary disposition to Allstate and denied Northland Radiology's motion for reconsideration. The Michigan Court of Appeals reversed and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remanded to the trial court for further proceedings consistent with the opinion. The court may consider, without the appellate court expressing an opinion, whether Allstate can assert fraud and seek rescission. The Court of Appeals did not retain jurisdiction.

CASES CITED

- El-Khalil v Oakwood Healthcare, Inc., 504 Mich. 152, 159-160; 934 N.W.2d 665 (2019)
- Silberstein v Pro-Golf of America, Inc., 278 Mich. App. 446, 457; 750 N.W.2d 615 (2008)
- Lowrey v LMPS & LMPJ, Inc., 500 Mich. 1, 5; 890 N.W.2d 344 (2016)
- Milne v Robinson, 513 Mich. 1, 7; 6 N.W.3d 40 (2024)
- South Dearborn Environmental Improvement Ass'n, Inc. v Department of Environmental Quality, 502 Mich. 349, 360-361; 917 N.W.2d 603 (2018)
- Guardian Environmental Services, Inc. v Bureau of Construction Codes & Fire Safety, 279 Mich. App. 1, 6; 755 N.W.2d 556 (2008)
- Honigman Miller Schwartz & Cohn LLP v City of Detroit, 505 Mich. 284, 294; 952 N.W.2d 358 (2020)
- Donner v Progressive Michigan Insurance Co., ___ Mich. App. ___, ___; ___ N.W.3d ___ (2024) (Docket No. 365477), slip op. at 4
- University Neurosurgical Associates, PC v Auto Club Insurance Association, 348 Mich. App. 305, 311, 313; 18 N.W.3d 379 (2023)
- Love v Rudolph, ___ Mich. App. ___, ___; ___ N.W.3d ___ (2025) (Docket No. 369895), slip op. at ___
- Johnson v Recca, 492 Mich. 169, 177; 821 N.W.2d 520 (2012)
- Farrington v Total Petroleum, Inc., 442 Mich. 201, 210; 501 N.W.2d 76 (1993)
- C-Spine Orthopedics, PLLC v Progressive Michigan Insurance Co., ___ Mich. ___, ___; ___ N.W.3d ___ (2025) (Docket No. 165537), slip op. at 33-35