

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

ATLANTIC SPECIALTY INSURANCE  
COMPANY,

Plaintiff,

v

Case No. 14-141733-NF

Hon. Wendy Potts

THE INSURANCE COMPANY OF THE  
STATE OF PENNSYLVANIA,

Defendants.

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OPINION AND ORDER RE: BUSINESS COURT JURISDICTION

At a session of Court  
Held in Pontiac, Michigan

JUL<sup>On</sup> 31 2014

Plaintiff Atlantic Specialty Insurance Company filed this complaint alleging that Defendant The Insurance Company of the State of Pennsylvania is obligated to pay no-fault personal injury protection benefits for Bernard Harris. Plaintiff states on the caption of its complaint that this is a commercial dispute that meets the statutory criteria to be assigned to the Business Court.

This Court has an obligation to question sua sponte its jurisdiction over the subject matter of an action. *Yee v Shiawassee Co Bd of Comm'rs*, 251 Mich App 379, 399; 651 NW2d 756 (2002). Subject matter jurisdiction is determined by the allegations in the pleadings. *Trost v Buckstop Lure Co, Inc*, 249 Mich App 580, 587-588; 644 NW2d 54 (2002).

Business Court jurisdiction is limited to actions involving a "business or commercial dispute." MCL 600.8035(3). The statute has four categories of business or commercial disputes

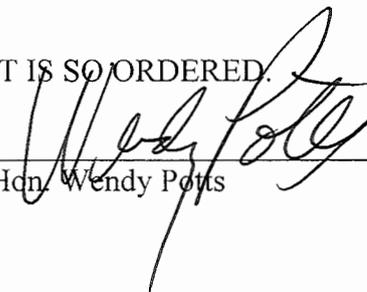
including “[a]n action in which all of the parties are business enterprises.” See MCL 600.8031(1)(c)(i). Although both parties in this case fall within the definition of a business enterprise under MCL 600.8031(1)(b), the statute excludes certain types of disputes from Business Court jurisdiction. Pertinent to this case, insurance coverage disputes are excluded if the insured is an individual consumer. MCL 600.8031(3)(m).

Because this dispute involves questions of insurance coverage for an individual consumer, it is excluded from Business Court jurisdiction and the Court orders the case reassigned to the general civil docket.

Dated:

**JUL 31 2014**

IT IS SO ORDERED.

  
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Hon. Wendy Potts