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STATE OF MICHIGAN
IN THE SUPREME COURT

McKENNA FROWNFELTER,

Plaintiff-Appellant,

v

ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY,

Defendant/Third-Party Plaintiff-Appellee,

and

PROGRESSIVE MICHIGAN INSURANCE COMPANY, FARMERS INSURANCE COMPANY, and AUTO-OWNERS INSURANCE COMPANY,

Third-Party Defendants-Appellees.
_____/

Supreme Court No. 168356

Court of Appeals No. 366118

Oakland County Circuit Court
Case No. 2020-184089-NF

McKENNA FROWNFELTER,

Plaintiff-Appellant,

v

COREY FROWNFELTER, AUTO-OWNERS INSURANCE COMPANY, and ESURANCE PROPERTY AND CASUALTY INSURANCE COMPANY,

Defendants-Appellees.

Supreme Court No. 168357

Court of Appeals No. 366120

Oakland County Circuit Court
Case No. 2022-192235-NI

Brief of *Amicus Curiae* Insurance Alliance of Michigan

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Dated: April 3, 2026

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Statement of Interest[1]

Insurance Alliance of Michigan is the principal state government-affairs and public-information association consisting of insurers, groups, and related organizations operating in Michigan. Its members include property/casualty insurers representing approximately 94% of the Michigan auto-insurance market, 90% of the Michigan home-insurance market, and 60% of the Michigan commercial-insurance market. Its purpose is to serve the industry and consumers by providing educational, media, legislative, and public information on significant issues affecting the insurance business in this state.

IAM regularly provides *amicus curiae* briefing to assist Michigan courts in resolving insurance-related issues. This Court invited IAM to participate as *amicus curie* in this case, and IAM values the opportunity to do so.

[1] None of the parties or their counsel contributed monetarily or to the authorship of this brief. Insurance Alliance of Michigan made the only monetary contribution to preparing this brief.

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Statement of Questions Presented

> Whether McKenna Frownfelter was domiciled with her father, Corey Frownfelter, at the time of the January 8, 2020 motor vehicle accident and whether McKenna Frownfelter was a resident of Corey Frownfelter's household at the time of the accident?

The trial court answered that McKenna was domiciled with Corey and she was a resident of his household.

The Court of Appeals answered that McKenna was domiciled with Corey and she was a resident of his household.

Plaintiff-appellant answers that she was neither domiciled with Corey nor a resident of his household.

Defendants-appellees answered that McKenna was domiciled with Corey and she was a resident of his household.

Amici curiae Insurance Alliance of Michigan does not have a position on these issues, though it encourages the Court to answer the questions it has posed to bring clarity to the law and avoid future litigation on these issues.

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Statement of Facts

IAM accepts the facts stated in the Court of Appeals' opinion, which the parties don't appear to dispute in any way material to the issues on appeal.

Discussion

This Court directed the parties to address "whether the lower courts erred in concluding that: (1) the appellant was domiciled with her father, Corey Frownfelter, at the time of the January 8, 2020 motor vehicle accident; and (2) the appellant was a resident of Frownfelter's household at the time of the accident." *Frownfelter v Esurance Prop & Cas Ins Co*, __ Mich __; 25 NW3d 671 (2025) (citations omitted). And it invited IAM to participate as *amicus curiae*. *Id.*

IAM does not advocate for a particular outcome in this case. This Court focuses on jurisprudentially significant issues—those with far reaching implications beyond their merits. MCR 7.305(B). IAM agrees with this Court's decision to consider the issues identified in its order. Their significance to Michigan's jurisprudence stems from the need for clarity.

The issues in this case can arise frequently. Uncertainty in resolving them can lead to inconsistent outcomes, increased litigation, difficulty in identifying and applying standards at the claim-handling level, and reduced predictability for all stakeholders. Clear rules, in contrast, would promote consistency and reduce costs across the board for insureds, insurers, and courts.

While IAM does not take a position on the outcome in this case, it supports the well-established principles that unambiguous language in

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statutes and contracts, including insurance contracts, must be applied as written. *Jostock v Mayfield Twp*, 513 Mich 360, 372; 15 NW3d 552 (2024) (statutes); *Kendzierski v Macomb County*, 503 Mich 296, 311; 931 NW2d 604 (2019) (contracts). Those reliable bedrock principles of law ensure consistency and reduce litigation.

This case presents an opportunity for this Court to clarify the standards for determining the domicile and residence for minors of divorced parents. Favoring clarity, IAM encourages this Court to answer the questions in its order and provide guidance that will avoid costly, repetitive litigation.

Conclusion

On insurance matters, IAM is uniquely positioned to provide insight on the insurance industry and related legislation and regulations. It welcomes this Court's future invitations to participate in cases involving insurance-related matters.

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BY: */s/ Michael J. Cook*

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Certificate of Compliance

I certify that the Brief of *Amicus Curiae* Insurance Alliance of Michigan and American Property Casualty Insurance Association complies with the type-volume limitation set forth in MCR 7.212(B). I am relying on the word count of the word-processing system used to produce this document. This brief uses a 12-point proportional font (Book Antiqua), and the word count for this brief is 622.

Collins Einhorn Farrell PC

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