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STATE OF MICHIGAN

COURT OF APPEALS

AMER ARAJ,

Plaintiff-Appellant,

v

AUTO CLUB INSURANCE ASSOCIATION,

Defendant-Appellee.

UNPUBLISHED
November 23, 2026
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No. 374587
Wayne Circuit Court
LC No. 24-012344-CK

Before: MURRAY, P.J., and PATEL and FEENEY, JJ.

PER CURIAM.

Plaintiff appeals as of right the order granting summary disposition in favor of defendant under MCR 2.116(C)(10), determining: (1) there was no genuine dispute of fact that plaintiff committed fraud when filling out his application for homeowner's insurance and (2) defendant was entitled to rescission of the policy. We affirm.

I. FACTUAL AND PROCEDURAL BACKGROUND

This case arose when plaintiff purchased the property at 7308 Amboy Street in Dearborn Heights, Michigan (the Amboy home). During the sale, the previous owner was involved in a hostile eviction with the Amboy home's tenants. Plaintiff filed an intervening lawsuit and eventually reached a settlement with the tenants, entering into a mutual release establishing plaintiff as the legal titleholder.

After purchasing the home, plaintiff's cousin suggested he procure homeowner's insurance and recommended Tehseen Mirza as the insurance agent. Plaintiff discussed a policy with Mirza from November 6, 2023 to December 28, 2023. During their discussions, plaintiff informed Mirza that he purchased the Amboy home directly and that it was paid off. On January 1, 2024, plaintiff completed defendant's application for homeowner's insurance for the Amboy home. When asked if the home was purchased without a mortgage, plaintiff answered "no." The policy was bound on January 1, 2024, with an effective date of January 8, 2024. On January 2, 2024, defendant conducted an inspection of the outside of the Amboy home.

On January 22, 2024, plaintiff filed a claim with defendant, alleging vandalism of the walls, ceilings, floors, windows, bathroom, basement, family room, laundry room, and hallways inside the Amboy home from the previous tenants. During his talks with defendant's agent, plaintiff admitted he did not have a mortgage for the Amboy home. At his examination under oath, plaintiff affirmed he did not purchase the Amboy home with a mortgage. Plaintiff also admitted he never visited the home during negotiations with the previous homeowner and never spoke with her. Plaintiff inspected the interior of the Amboy home for the first time on January 17, 2024.

Defendant rescinded plaintiff's policy on June 18, 2024, and plaintiff filed this suit. Defendant moved for summary disposition under MCR 2.116(C)(10), claiming there was no dispute plaintiff obtained the policy through fraudulent misrepresentation and defendant was entitled to rescission of the policy. Defendant alternatively argued it was entitled to summary disposition under the doctrine of substantial breach.

Plaintiff disagreed with defendant's factual basis, claiming Mirza completed the application. Plaintiff stated he only signed the application and did not read it because he was never told to do so. Plaintiff claimed he informed Mirza he purchased the home directly, and Mirza was the individual who made the fraudulent statement. While the mortgage answer was false, it was not material. Plaintiff cited defendant's underwriting policy, noting there was no language indicating homes purchased without mortgages would be denied coverage or subjected to a higher premium. Plaintiff also claimed he lacked intent because he informed Mirza of how he purchased the Amboy home.

Plaintiff contested defendant's reliance on his statement. Plaintiff asserted that Mirza was an agent of defendant and was aware of how plaintiff purchased the Amboy home. There was no injury because defendant inspected the Amboy home on January 2, 2024, and there was no evidence defendant would have changed the policy had it inspected the home before the policy was bound. Plaintiff also asserted the policy was bound before his signature. Because the policy was not bound when defendant relied on plaintiff's answers, there was no reliance.

At the hearing, the trial court determined there was no dispute plaintiff committed fraud, citing the false statement to the mortgage question and the signature on the application under sections attesting to the veracity of the statements made in the application. Defendant submitted an affidavit from Jackie Strasser, an underwriter manager, who claimed defendant relied on plaintiff's answers when it set the premium. The trial court thus granted defendant's motion for summary disposition. This appeal followed.

II. LEGAL ANALYSIS

Plaintiff argues the trial court erred by concluding: (1) he committed fraud on his insurance application; (2) defendant was entitled to rescission of that policy; and (3) plaintiff was not entitled to summary disposition under MCR 2.116(I)(2). We disagree.

A. STANDARDS OF REVIEW

"We review de novo a trial court's decision on a motion for summary disposition." *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 159; 934 NW2d 665 (2019). "In making this determination, the Court reviews the entire record to determine whether defendant was entitled to

summary disposition." *Maiden v Rozwood*, 461 Mich 109, 120; 597 NW2d 817 (1999). The trial court granted summary disposition under MCR 2.116(C)(10), which "tests the factual sufficiency of a claim." *El-Khalil*, 504 Mich at 160 (emphasis omitted). "In evaluating a motion for summary disposition brought under this subsection, a trial court considers affidavits, pleadings, depositions, admissions, and other evidence submitted by the parties, MCR 2.116(G)(5), in the light most favorable to the party opposing the motion." *Maiden*, 461 Mich at 120. "A genuine issue of material fact exists when the record leaves open an issue upon which reasonable minds might differ." *El-Khalil*, 504 Mich at 160 (cleaned up). Summary disposition should be granted when, after reviewing the evidence in the light most favorable to the nonmoving party, there are no remaining issues of material fact and the moving party is entitled to judgment as a matter of law. *Lowrey v LMPS & LMPJ, Inc*, 500 Mich 1, 5; 890 NW2d 344 (2016).

We also review de novo questions of statutory interpretation and the interpretation of a contract, such as an insurance policy. *Bazzi v Sentinel Ins Co*, 502 Mich 390, 398; 919 NW2d 20 (2018).

"Rescission is 'granted only in the sound discretion of the court.' " *Webb v Progressive Marathon Ins Co*, 335 Mich App 503, 508; 967 NW2d 841 (2021), quoting *Lenawee County Bd of Health v Messerly*, 417 Mich 17, 26; 331 NW2d 203 (1982). "The trial court abuses its discretion when its decision falls outside the range of reasonable and principled outcomes." *Berryman v Mackey*, 327 Mich App 711, 717; 935 NW2d 94 (2019). We review a trial court's factual findings for clear error. *Id*. "A finding is clearly erroneous if the reviewing court is left with a definite and firm conviction that a mistake has been made." *Id*. at 717-718.

B. ANALYSIS

1. FRAUD

Plaintiff claims the trial court erred when it determined there was no dispute of material fact he committed fraud on the insurance application. We disagree.

"Insurance policies are contracts 'subject to the same contract construction principles that apply to any other species of contract.' " *Bazzi*, 502 Mich at 399, quoting *Titan Ins Co v Hyten*, 491 Mich 547, 554; 817 NW2d 562 (2012). "We interpret contracts by giving plain meaning to the words and phrases used by the parties." *Meemic Ins Co v Jones*, 509 Mich 333, 347; 984 NW2d 57 (2022). "Where the policy lends itself to a clear understanding between the parties, a court will enforce the policy as written." *Id*.

"Michigan's contract law recognizes several interrelated but distinct common-law doctrines—loosely aggregated under the rubric of 'fraud'—that may entitle a party to a legal or equitable remedy if a contract is obtained as a result of fraud or misrepresentation." *Titan Ins Co*, 491 Mich at 555. "These doctrines include actionable fraud, also known as fraudulent misrepresentation; innocent misrepresentation; and silent fraud, also known as fraudulent concealment." *Id*. "[T]hese doctrines do not require the party asserting fraud to have performed an investigation of all assertions and representations made by its contracting partner as a prerequisite to establishing fraud." *Id*. at 557.

Actionable fraud requires:

> (1) the defendant made a material representation; (2) the representation was false; (3) when the defendant made the representation, the defendant knew that it was false, or made it recklessly, without knowledge of its truth as a positive assertion; (4) the defendant made the representation with the intention that the plaintiff would act upon it; (5) the plaintiff acted in reliance upon it; and (6) the plaintiff suffered damage. [*Mercurio v Huntington Nat'l Bank*, 347 Mich App 662, 681; 16 NW3d 748 (2023) (cleaned up).]

"By contrast, under the doctrine of silent fraud, a cause of action can be maintained when there is a suppression of material facts, along with a legal or equitable duty to disclose those facts." *Mercurio*, 347 Mich App at 681. "Michigan has long recognized silent fraud, and courts have sustained recoveries when the truth has been suppressed with the intent to defraud because suppression of the truth can be just as prejudicial as that which arises from the assertion of a falsehood." *Id*. "For purposes of silent fraud, a plaintiff must prove that the defendant knew of a material fact but concealed or suppressed the truth through false or misleading statements or actions with the intent to deceive." *Id*. Innocent misrepresentation occurs when there was an innocently made misrepresentation, but plaintiff relied on that representation to its detriment. *Titan Ins Co*, 491 Mich at 556. This case concerns actionable fraud.

The first element of actionable fraud concerns whether plaintiff made a material representation. *Mercurio*, 347 Mich App at 681. "A statement is material if it is reasonably relevant to the insurer's investigation of a claim." *Fashho v Liberty Mut Ins Co*, 333 Mich App 612, 618; 963 NW2d 695 (2020) (cleaned up). Defendant cites plaintiff's answer to the mortgage question as a material representation. Plaintiff acknowledges defendant's underwriting policy does explicitly state it would deny coverage for homes purchased without mortgages or increase premiums for them. Because, however, the underwriting policy did not mandate an increase in premiums for homes purchased without a mortgage, plaintiff asserts defendant cannot establish his statement was material.

Defendant's underwriting policy states:

> New homeowners' risks may be inspected. *Dwellings / Applicants [sic] meeting any of the following criteria must be inspected prior to the binding of the policy.* The policy may be bound on the date that we formally acknowledge the risk is acceptable and the insured pays the minimum required premium deposit.
>
> - Dwellings purchased in the last 12 months at an auction or other legal proceeding brought about by the previous owner's failure to make necessary payments or repairs.
>
> - *Dwellings purchased in the last 12 months without a mortgage or other form of loan from a bank or other financial institution.*
>
> - Dwelling where any utilities (gas, water and electric) are disconnected or not operational.
>
> - Applicants who have had an Auto Club Group policy rejected due to an unacceptable inspection in the past 90 days. (Emphasis added.)

Contrary to plaintiff's claim, defendant's underwriting policy states an inspection of the Amboy home was mandatory before binding the application because it was not purchased with a mortgage. Because the method in which plaintiff purchased the Amboy house impacted defendant's underwriting process, it was an important fact in obtaining insurance, making it material. *Id*. at 283.

The second element of fraud requires that the material representation was false. *Mercurio*, 347 Mich App at 681. Plaintiff asserts he never made the false statement because Mirza completed the application and answered the questions, but the element does not concern who made the false statement. It only requires the material representation to be false. *Id*. There was ample evidence establishing plaintiff purchased the Amboy home without a mortgage. Plaintiff admitted he did not pay for the Amboy home with a mortgage during his discussion with defendant after he filed his claim and confirmed his statement at his examination under oath. Accordingly, the representation was false. *Id*.

The third element requires that plaintiff knew the representation was false or made the representation recklessly or without knowledge of its truth. *Id*. Plaintiff again argues he never made a false statement because Mirza completed the application. In his response to defendant's motion for summary disposition, plaintiff stated Mirza completed the application and sent it to defendant to sign. In support, plaintiff attached an unsigned copy of his application. However, nothing in the application indicates Mirza completed the document, and Mirza was only listed as plaintiff's insurance agent. Plaintiff also attached his text messages with Mirza, which evidenced Mirza was the one who completed the application. In one text exchange, it appears Mirza completed the quote and sent it to plaintiff for review, supporting plaintiff's contention Mirza completed the application.

While there is some evidence supporting plaintiff's claim, he ignores Mirza's request for him to review the application. Plaintiff also signed an acknowledgment, which stated:

> I represent that I have applied for the insurance coverage(s) set forth in this application, and *I confirm that I have supplied the information entered in the application and that all such information is true, correct and complete to the best of my knowledge*. The information provided above and my promises are offered to the Insurer as an inducement to issue the policy for which I am applying. I acknowledge and agree that a failure to provide any and all requested information within the time required or data developed from that information, or my having concealed or misrepresented any material information in this application, may result in a declination of my application, an increase in premium, failure to pay my claim(s), the cancellation of coverage or the nonrenewal or recission (voiding) of any policy issued to me. [Emphasis added.]

While Mirza may have completed the application, plaintiff acknowledged everything entered was true. Plaintiff claims he was never told to read through the application, which is incorrect. Mirza requested plaintiff review the application, and plaintiff signed the acknowledgment, which also indicated plaintiff was required to review the application.

The acknowledgment specifically states plaintiff "supplied" the information and not necessarily completed the application. See *Meemic Ins Co*, 509 Mich at 347 ("We interpret contracts by giving plain meaning to the words and phrases used by the parties."). Moreover:

> It is well established that failure to read an agreement is not a valid defense to enforcement of a contract. A contracting party has a duty to examine a contract and know what the party has signed, and the other contracting party cannot be made to suffer for neglect of that duty. Regardless of who actually completed the application, plaintiff and decedent both signed the authorization, attesting to the completeness and truth of the answers, after the application was completed. Thus, plaintiff and the decedent had the opportunity to review the application and correct any errors before submitting it. [*Montgomery v Fidelity & Guaranty Life Ins Co*, 269 Mich App 126, 130; 713 NW2d 801 (2005) (cleaned up).]

While plaintiff may not have read the application he signed, he attested to the veracity of his answers, including his false statement concerning the purchase of the Amboy home. Accordingly, plaintiff knew or recklessly made his statement without concern for its truth. *Mercurio*, 347 Mich App at 681.

The fourth element requires that plaintiff made the false statement with the intention defendant would rely on it. *Id*. Plaintiff claims he never made a false statement because he informed Mirza he paid for the home directly, establishing the fact he did not pay with a mortgage. However, Mirza asked plaintiff if he paid with a mortgage, and plaintiff responded that he paid for the home directly. With both parties being aware how plaintiff paid for the Amboy home, the decision to answer "no" to the mortgage question was intentional. As discussed, plaintiff signed the application and acknowledgment attesting to the veracity of the statements, making him responsible for the truthfulness of the statements. Plaintiff's signature on the application established his intention to procure insurance with the false statement regarding how he purchased the Amboy home. See *Webb*, 335 Mich App at 510 (determining the plaintiff's signature on the application with the misrepresentation demonstrated intent).

The fifth element requires defendant relied on plaintiff's misrepresentation. *Mercurio*, 347 Mich App at 681. Plaintiff claims defendant failed to establish reliance because his application was bound before his signature. Plaintiff argues Mirza was acting as defendant's agent when he created the application, and defendant bound the application without plaintiff's signature, which prevented defendant from relying on the statements in the application because they did not exist.

"An insurance binder is 'a contract of temporary insurance pending issuance of a formal policy or proper rejection by [the insurer].' " *Universal Underwriters Group v Allstate Ins Co*, 246 Mich App 713, 721; 635 NW2d 52 (2001).

> Temporary insurance is usually evidenced by a binding slip or interim receipt, usually called a "binder." A binder has generally been defined as a written instrument which is used when a policy cannot be immediately issued, *to evidence that the insurance coverage attaches at a specified time and continues until the policy is issued or the risk is declined and notice thereof given*. [*Id*. (cleaned up).]

"A binder for temporary insurance is a contract which by its nature incorporates the terms of the prospective contract whether those terms are prescribed by law or are part of the customary policy issued by the pertinent insurance company" *Id*. (cleaned up). "A binder may be written or oral and founded upon the words or deeds of an agent." *Opera Block Props, Inc v Auto-Owners Ins Co*, 352 Mich App 543, 557; ___ NW3d ___ (2024) (cleaned up). "Like all contracts, a binder requires agreement of the minds of the parties and must have in contemplation the terms to be incorporated later in the written policy." *Id*.

"When an insurance policy is facilitated by an independent insurance agent or broker, the independent insurance agent or broker is considered an agent of the insured rather than an agent of the insurer." *Genesee Foods Servs, Inc v Meadowbrook, Inc*, 279 Mich App 649, 654; 760 NW2d 259 (2008) (cleaned up). "If an agent has the authority to bind an insurer, then it has the authority to effect an insurance binder—a temporary insurance contract that lasts until the insurer issues a formal policy or declines the risk." *Opera Block Props, Inc*, 352 Mich App at 557. "When an independent agent has been given binding authority, the agent has a limited fiduciary relationship with the insurer." *Id*. at 556. "Nevertheless, the independent agent's primary fiduciary duty rests with the insured. This primary duty does not negate the contractual duty the independent agent owes the insurer, nor does it negate or override the duty it owes to the insured." *Id*. (cleaned up).

A review of the messages exchanged between plaintiff and Mirza established that plaintiff was provided with the policy application on November 6, 2023, and given amended applications in late December. Plaintiff decided when he wanted the policy to bind and its effective start date. Contrary to plaintiff's claim, Mirza informed plaintiff to review the application in the text messages and through e-mail.

Plaintiff cites the history of the application and defendant's e-mails to him requesting his signature as evidence the policy was bound before his signature. The history plaintiff cites indicated the policy was bound on January 1, 2024, at 2:43 p.m. but notes his text messages indicated he received the unsigned application at 2:47 p.m. Plaintiff also provided an unsigned application that included the time it was bound.

While there was evidence plaintiff may not have signed the application at the time it was bound, a binder can be written or oral. *Opera Block Props, Inc*, 352 Mich App at 557. The only requirement was a meeting of minds. *Id*. The text message exchange between Mirza and plaintiff established plaintiff was aware of the application and its contents. Mirza also forwarded the application to plaintiff for his review. Plaintiff decided to purchase the policy with it being bound on January 1, 2024, and with an effective date of January 8, 2024.

Plaintiff's application was properly bound, and defendant was required to establish that it relied on the misrepresentation in the application. Defendant submitted an affidavit from Strasser, a underwriting manager, who averred: (1) she had personal knowledge of the case and reviewed plaintiff's policy; (2) plaintiff answered "no" to the question asking if he purchased the Amboy home without a mortgage, which was false; (3) defendant relied on plaintiff's answer when it bound his policy on January 1, 2024; and (4) had plaintiff disclosed he did not pay with a mortgage, the policy would have been bound on the condition of an inspection of the Amboy home. Plaintiff asserts there were no statements made by him prior to his signature of the application, making

Strasser's claim of reliance false because it relied on statements that preceded his application. As discussed, plaintiff's conversation with Mirza and his completed application established the existence of a binder, which included plaintiff's misrepresentation.

Plaintiff claims Strasser's affidavit was insufficient because it did not state facts with particularity and lacked first-hand knowledge of the case. While plaintiff is correct that Strasser learned about the case by reviewing his claim, she provided specific facts about the case and defendant's response. Strasser noted plaintiff falsely answered the mortgage question and explained that defendant would not have bound plaintiff's application had he truthfully answered the mortgage question because the binder would be contingent on the outcome of an inspection of the Amboy home. Defendant's underwriting policy, which requires an inspection of homes purchased without a mortgage before binding applications, supports Strasser's statement.

Plaintiff alternatively argues that any reliance was unreasonable because Mirza was defendant's agent and was told that plaintiff purchased the Amboy home without a mortgage. "[A] party's 'reliance' on a misrepresentation in fraud actions must be reasonable." *Bergen v Baker*, 264 Mich App 376, 389; 691 NW2d 770 (2004). While plaintiff informed Mirza he did not use a mortgage, his application stated he did, which plaintiff affirmed by signing the acknowledgment. Defendant bound plaintiff's policy once he paid the premium because it was not required to conduct an inspection for homes purchased with mortgages. With plaintiff's signed acknowledgment, defendant's reliance on his answers was reasonable. Consequently, defendant established reliance.

Last, defendant must establish an injury. Defendant's underwriting policy established an inspection must be done on homes purchased without mortgages before the policy was bound. Plaintiff's false answer to the mortgage question prevented defendant from inspecting the Amboy home before binding the application. While defendant inspected the outside of the Amboy home on January 2, 2024, that inspection occurred after plaintiff's application was bound. Defendant's underwriting policy clearly states that issuing a binder for homes purchased without mortgages is contingent on an inspection. Because the prebinder inspection never occurred, defendant issued a binder it normally would not have. Accordingly, there was an injury to defendant.

Because defendant established every element of fraud and plaintiff did not rebut the evidence, the trial court did not err by determining that there was no dispute of material fact that fraud existed. *Mercurio*, 347 Mich App at 681.

2. RESCISSION

Because there was fraud, defendant rescinded plaintiff's policy. Plaintiff claims even if there was fraud, the trial court erred by concluding that rescission was appropriate. We disagree.

"[U]nless clearly prohibited by statute, an insurer may continue to avail itself of any common-law defenses, such as fraud in the procurement of the policy." *Bazzi*, 502 Mich at 400. "For that reason, an insurance policy procured by fraud may be declared void *ab initio* at the option of the insurer." *Id*. at 408. "Rescission abrogates a contract and restores the parties to the relative positions that they would have occupied if the contract had never been made." *Id*. at 409. "Because

a claim to rescind a transaction is equitable in nature, it is not strictly a matter of right but is granted only in the sound discretion of the court." *Id*. (cleaned up).

> "[C]ourts are not required to grant rescission in all cases." *Bazzi*, 502 Mich at 410.
>
> For example, rescission should not be granted in cases where the result thus obtained would be unjust or inequitable, or where the circumstances of the challenged transaction make rescission indefeasible. Moreover, when two equally innocent parties are affected, the court is required, in the exercise of its equitable powers, to determine which blameless party should assume the loss. . . . Where one of two innocent parties must suffer by the wrongful act . . . of another, that one must suffer the loss through whose act or neglect such third party was enabled to commit the wrong. The doctrine is an equitable one, and extends no further than is necessary to protect the innocent party in whose favor it is invoked. [*Id*. at 410-411 (cleaned up).]

The trial court briefly mentioned rescission at the hearing and acknowledged that defendant relied on plaintiff's misrepresentation to its detriment. See *Webb*, 335 Mich App at 508 (stating that this Court reviews the trial court's balancing of the equities for an abuse of discretion.). On this record, there is nothing indicating that the trial court abused its discretion. See *Grimm v Treasury Dep't*, 291 Mich App 140, 149; 810 NW2d 65 (2010) ("The abuse-of-discretion standard recognizes that there will be circumstances in which there will be more than one reasonable and principled outcome, and selection of one of these principled outcomes is not an abuse of discretion."). Rescission was appropriate in this case because of the false representation made by plaintiff and his admission that he did not read the insurance application before signing it.

Plaintiff claims rescission is not appropriate because defendant had unclean hands. "The unclean-hands doctrine precludes equitable relief . . . to parties acting with inequity or bad faith in the matter over which relief is sought." *Yopek v Brighton Airport Ass'n, Inc*, 343 Mich App 415, 431; 997 NW2d 481 (2022), see also *Richards v Tibaldi*, 272 Mich App 522, 537; 726 NW2d 770 (2006) ("The clean-hands doctrine closes the doors of equity to one tainted with inequitableness or bad faith relative to the matter in which he or she seeks relief, regardless of the improper behavior of the defendant."). "If there are indications that an equity plaintiff acted unfairly or overreached, the court should refuse to grant equitable relief." *Yopek*, 343 Mich App at 431.

Plaintiff claims defendant acted in violation of its underwriting policy, which also violated MCL 500.2119. MCL 500.2119(1) states in relevant part: "Each insurer subject to this chapter shall put in writing all underwriting rules used by the insurer. An insurer shall not transact automobile or home insurance inconsistently with its underwriting rules." Plaintiff contends defendant's underwriting policy requires an inspection before binding a policy for homes purchased without a mortgage but does not follow it. Plaintiff asserts defendant treats its applications as a "pro-forma part of the process that has to be completed at some point, but not necessarily before binding." Plaintiff cites his payment of the premium and e-mail from defendant after binding his application as evidence the application was a pretext to obtain plaintiff's payment.

Plaintiff's argument lacks merit. Under defendant's underwriting policy, prebinder inspections occur for homes purchased without a mortgage. Defendant was following its

underwriting policy because plaintiff's misrepresentation informed defendant plaintiff paid with a mortgage. Defendant claims the injury it sustained was the inability to inspect the Amboy home before issuing a premium and binding the policy. Also, defendant returned plaintiff's premium once it rescinded the policy, demonstrating defendant's intention was not to obtain a payment. The evidence demonstrates defendant was following its underwriting policy and did not act with the purpose of obtaining plaintiff's premium.

Plaintiff made the misrepresentation on his application, which defendant relied on to its detriment. Once defendant became aware of the misrepresentation, it exercised its ability to rescind the contract. The record does not support plaintiff's claim defendant acted with unclean hands. The trial court acknowledged that defendant relied on the misrepresentation to its detriment, and the record does not indicate the trial court's decision was erroneous. See *Grimm*, 291 Mich App at 149 ("The abuse-of-discretion standard recognizes that there will be circumstances in which there will be more than one reasonable and principled outcome, and selection of one of these principled outcomes is not an abuse of discretion."). Accordingly, the trial court did not err by granting defendant's motion for summary disposition.

Because the trial court did not err by concluding that plaintiff committed fraud when he applied for insurance with defendant and rescission was appropriate, plaintiff was not entitled to summary disposition under MCR 2.116(I)(2) ("If it appears to the court that the opposing party, rather than the moving party, is entitled to judgment, the court may render judgment in favor of the opposing party."). As discussed, defendant presented unrebutted evidence supporting the trial court's determination plaintiff committed fraud and rescission was appropriate. Consequently, summary disposition in plaintiff's favor was not warranted, and the trial court did not err by denying plaintiff relief. *Id*.[1]

Affirmed.

/s/ Christopher M. Murray
/s/ Sima G. Patel
/s/ Kathleen A. Feeney

[1] Because the trial court correctly granted summary disposition in defendant's favor on the issue of fraud and rescission, the question whether substantial breach was an alternative ground to affirm is moot. See *League of Women Voters of Mich v Secretary of State*, 506 Mich 561, 580; 957 NW2d 731 (2020), quoting *Anway v Grand Rapids R* Co, 211 Mich 592, 610; 179 NW 350 (1920) (" '[A] moot case is one which seeks to get a judgment on a pretended controversy, when in reality there is none . . . or a judgment upon some matter which, when rendered, for any reason, cannot have any practical legal effect upon a then existing controversy.' "). We therefore decline to address the issue.