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STATE OF MICHIGAN

COURT OF APPEALS

WISAM HENDI,

Plaintiff-Appellant,

v

FRANKENMUTH INSURANCE COMPANY,

Defendant-Appellee,

and

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, TREVOR L. DUKE, ALEXANDRA B. DAVIS, and KEVIN R. DAVIS,

Defendants.

UNPUBLISHED
November 20, 2026
9:34 AM

No. 377307
Wayne Circuit Court
LC No. 24-006274-NF

Before: GARRETT, P.J., and LETICA and TREBILCOCK, JJ.

PER CURIAM.

Plaintiff, Wisam Hendi, filed this action against defendant Frankenmuth Insurance Company (Frankenmuth) seeking personal protection insurance (PIP) benefits and uninsured/underinsured motorist (UM/UIM) benefits following a motor vehicle accident. Relying on the antifraud provision in its policy, Frankenmuth moved for summary disposition under MCR 2.116(C)(10), arguing that Hendi engaged in fraudulent conduct and made fraudulent statements in connection with both claims for benefits. Hendi appeals by right the trial court's order granting Frankenmuth's motions. Because the antifraud provision is invalid and unenforceable with respect to Hendi's PIP claim, we reverse the trial court's order and remand for further proceedings regarding that claim. We affirm the trial court's order with respect to Hendi's claim for UM/UIM benefits.

I. FACTUAL BACKGROUND

This case stems from an April 27, 2023 automobile accident that occurred in Illinois. While driving in a construction zone, a vehicle driven by defendant Trevor Duke rear-ended Hendi's vehicle. The vehicle defendant Alexandra Davis was driving then rear-ended Duke's vehicle, which struck Hendi's vehicle a second time. Hendi was transported to the hospital by ambulance. Paramedics noted that there was minimal damage to Hendi's vehicle, and his airbags did not deploy. Hendi complained of a headache, neck pain, upper back pain, and right knee pain. He was unaware whether he struck his head during the collision, but he denied a head injury and loss of consciousness. Following testing, Hendi was diagnosed with a neck strain, upper back strain, and knee contusion. X-rays of his right knee were negative and revealed no soft-tissue swelling. He was prescribed naproxen for 14 days.

Hendi sought treatment with several medical providers in the months following the accident. He complained of numerous maladies, including bloody stool, hand numbness and tingling, dizziness, memory loss, erectile dysfunction and pain in his back, knees, head, right shoulder, neck, chest, and hands. He denied suffering from these conditions before the accident. Hendi submitted an application for PIP benefits with Frankenmuth, his insurer. On the application, he described his injuries as pain in his back, neck, shoulders, stomach, and head. He also reported rectal bleeding and breathing problems. He checked the "No" box to a question asking whether he received medical treatment for the same or similar symptoms before the accident. He further indicated that he incurred expenses for household services, transportation, and attendant-care services because of the accident.

Hendi sought attendant-care and replacement-services benefits from Frankenmuth. He submitted attendant-care forms indicating that he required assistance bathing, dressing, using the restroom, driving to doctor appointments, putting on his shoes, brushing his teeth, combing his hair, walking, standing, and lifting or carrying items. He also indicated that he needed medication assistance. Regarding replacement services, Hendi submitted forms stating he needed assistance vacuuming, dusting, cooking, doing laundry, ironing, grocery shopping, driving, washing dishes, washing windows, raking, taking out the trash, making beds, and running errands. Hendi stated that his wife performed these tasks for him.

Frankenmuth paid Hendi medical benefits, attendant-care benefits, and replacement-services benefits from May 2023 to at least January 2024. Frankenmuth suspended Hendi's PIP benefits after he twice failed to appear for an insurance medical examination (IME)[1] with Dr.

[1] "Although IMEs are commonly referred to as 'independent medical examinations,' that appellation is a euphemistic term of art." *Micheli v Mich Auto Ins Placement Facility*, 340 Mich App 360, 364 n 3; 986 NW2d 451 (2022). "[A]n IME involves obtaining a second opinion from a doctor who is entirely selected and paid for by an insurance company, rendering the 'independence' of the examination somewhat questionable." *Id*.

Katherine Karo, a physical medicine and rehabilitation specialist. Less than three months later, Hendi filed this action against Frankenmuth seeking PIP benefits and UM/UIM benefits.[2]

Frankenmuth's policy contained an antifraud provision that stated as follows:

> This entire policy is void if an **"insured"** person has intentionally concealed or misrepresented any material fact or circumstance relating to:
>
> 1. this insurance; or
>
> 2. the application for it.
>
> We do not provide coverage for any **"insured"** who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy."

Discovery in this case focused primarily on Hendi's statements and conduct, which Frankenmuth asserted were fraudulent. When asked at his deposition about the injuries he suffered because of the accident, Hendi testified:

> So my mental health was affected. I can cannot [sic] have intercourse with my wife. My back. I had bacteria in the blood.
>
> I stayed one and a half month in the hospital. My memory was affected. I cannot control my whole body. Cannot control my hands, my shoulders, my neck. I had numbness, tingling in the fingers, my back, all that. And I had a surgery done.

Hendi denied ever seeking medical treatment for his back, shoulders, knees, legs, or neck before the accident. He also denied experiencing memory problems, sexual dysfunction, or bloody stool before the accident. Regarding bloody stool specifically, Hendi testified, "[B]efore the accident I didn't have any bleeding. The bleeding started after the accident."

Regarding replacement services and attendant care, Hendi testified his wife assisted him with "everything" on a daily basis from the time the accident occurred until the day of his deposition. He testified as follows:

> *Q*. How many days per week does she assist you?
>
> *A*. The whole week. Who does, like, help me with toileting, showering, laundry, shopping, all of it? She was doing it.
>
> * * *

[2] In addition to Frankenmuth, Hendi asserted claims against Davis, Duke, Kevin Davis, and State Farm Mutual Automobile Insurance Company. The trial court dismissed Hendi's claims against the other defendants, leaving Frankenmuth the only remaining defendant in this case.

Q. From April 2023 to today she assists you every day?

A. Yes, of course.

Q. What house chores has she assisted you with?

A. So she helped me with laundry, with cooking, cleaning, hygiene, getting up, sitting down. She help with my, like, dressing me, she take the garbage out, she put my shoes and socks on and take them off. Everything. She does everything for me. I cannot do anything. Before we came here, she dressed me.

* * *

So she clean the house, she mop, she vacuum. She does everything. I cannot do anything. One time she gave me—she asked me to hold the pot of the chicken legs, and it fall on me. I couldn't hold it.

* * *

Showering me and everything, like, or she clean after me in the toilet after, like, toileting. She clean everything after me because I can cannot [sic] hold anything and clean. I can't control it.

* * *

So she help me with getting up, sitting down. Sometimes I feel dizzy that I'm gonna pass out, she help me with holding me and sitting me. I hold her and try to stand up.

* * *

Every day she dress me. She put my clothes on and she—when she comes back from work she take off my clothes and put on new ones.

Regarding grocery shopping, Hendi testified he was unable to carry grocery bags because he could not control his hands and had weakness in his hands.

Hendi further testified he was unable to drive and unable to walk without a cane. He testified he used a cane both inside and outside his home and could not "walk without it, even to the bathroom." He maintained that he required a cane to get in and out of the car. Regarding driving, he testified:

Sometimes I drive. But what happens, if I'm stopping at the traffic light, I get, like, let's say blocked or I don't feel like I'm there. So the traffic turn green [sic] and I don't know that it's green, so the people behind me start beeping until I come back or wake up. That's why my wife drives me.

* * *

Q. When is the first time you attempted driving after the accident?

A. I don't remember. Long time. Everything is done by my wife. So anywhere I want to go, my wife have to be with me because she assists me with holding my hand, with walking, with getting into the car. She hold my hand so I don't fall and break something or if I fall and hit my head. She helps me with all that. My son started driving and he's helping, too.

Q. So you're unable to go outside the home without someone else being there and helping you?

A. No, I can't. I can do it, but with caution. And I'm scared to it [sic]. Unless it's an emergency, I won't do it.

Frankenmuth conducted surveillance of Hendi both before and after his deposition. The investigator's report indicated, and surveillance footage showed, Hendi driving on numerous occasions, running errands, shopping at an auto-parts store and a Walmart store, loading one-gallon jugs into his vehicle, taking out the trash, and carrying several bags of items from the back of his vehicle into his home. The only time Hendi was observed using a cane was when he attended a dentist appointment four days after his deposition.

Frankenmuth moved for summary disposition under MCR 2.116(C)(10). Regarding Hendi's PIP claim, Frankenmuth argued that Hendi misrepresented material facts to exaggerate the nature, extent, and origin of his injuries to collect insurance benefits. It asserted Hendi's fraudulent statements began prelitigation and continued after he filed his complaint. It maintained Hendi's medical records revealed a history of headaches, bloody stool, erectile dysfunction, and neck, knee, shoulder, hand, and abdominal pain that began years before the accident. An x-ray of Hendi's lumbar spine taken in February 2016 showed degenerative disc disease. He complained of abdominal pain and bloody stool in January 2017 and October 2020. He complained of shoulder, neck, arm, knee, chest, and back pain since October 2020 and was diagnosed with carpal tunnel syndrome, high cholesterol, diabetes, and hypertension that month. He was also prescribed Viagra. In November 2020, he was diagnosed with hemoptysis,[3] and in December 2020, he was diagnosed with erectile dysfunction and gastroesophageal reflux disease. In October 2022, he was diagnosed with osteoarthritis in his knees and complained of worsening back and knee pain. His medical records indicated that his back pain was "chronic."

Frankenmuth asserted that Hendi underwent several imaging studies at the hospital immediately after the accident and all were negative. He treated with his primary care physician a few days later, complaining of generalized body pain, bloody stool, right-knee pain, and neck pain. He described the onset of those conditions as sudden, following the accident. Thereafter, several additional providers treated Hendi. His complaints included headaches, neck pain, upper and lower back pain, bilateral knee pain, right shoulder pain, hand numbness, abdominal pain,

[3] "Hemoptysis" is the medical term for "[c]oughing up blood from the lower respiratory tract." Mayo Clinic, *Coughing Up Blood* <https://www.mayoclinic.org/symptoms/coughing-up-blood/basics/causes/sym-20050934> (accessed October 29, 2026).

bloody stool, and erectile dysfunction. He denied experiencing such symptoms before the accident. He also claimed that the vehicle that struck him had been traveling twice the speed of his vehicle and that his car spun around during the accident. Frankenmuth argued that pictures of Hendi's vehicle and the accident report indicate that his vehicle sustained minor damage and did not spin around. Hendi further claimed that he struck his chest, abdomen, and head on the steering wheel and lost consciousness during the accident, which contradicts records of Hendi's hospital visit immediately after the accident. Medical tests continued to reveal no traumatic or acute injury. Frankenmuth argued that Hendi's medical providers relied on his false statements to diagnose and treat him, and Hendi then relied on his medical records to support his fraudulent claims.

Further, Frankenmuth maintained that Hendi submitted fraudulent documents in support of his PIP claim. On his application for benefits, he indicated he did not receive treatment for the same or similar symptoms previously. He provided attendant-care and replacement-services forms indicating that he required his wife to assist him six hours per day with dressing, bathing, using the restroom, driving, taking medications, and walking before reducing the number of hours to four hours per day in November 2023. He also claimed he required his wife to assist him with household chores, including vacuuming, cooking, dishwashing, making beds, ironing, laundry, grocery shopping, taking out the trash, childcare, window washing, and raking. Frankenmuth argued that it paid medical benefits, attendant-care benefits, and replacement-services benefits to Hendi from May 2023 until at least January 2024, and it suspended benefits only after Hendi twice failed to appear for an IME with Dr. Karo.

Finally, Frankenmuth asserted that Hendi's fraudulent statements and conduct continued after he filed his complaint. He testified during his deposition that he was unable to have sexual intercourse with his wife and experienced bloody stool because of the accident. He claimed he was unable to perform household chores, could not drive or lift anything, was unable to walk without a cane, could not carry grocery bags, and did not leave the house without another person assisting him unless it was an emergency. He testified that he was in "very good" health before the accident and denied experiencing medical issues, including bloody stool and erectile dysfunction. Surveillance video contradicted Hendi's claims and showed him running errands, driving, walking without a cane, taking out the trash, carrying large items, loading and unloading groceries from his vehicle, and going about his daily activities without assistance. Frankenmuth relied on the IME of neurosurgeon Dr. Steven Kalkanis, who opined that there was no evidence that Hendi sustained a traumatic injury during the accident and that Hendi was not truthful about his medical history or the nature of the accident. Frankenmuth sought summary disposition of Hendi's PIP claim based on the antifraud provision in the policy. It also sought attorney fees under MCL 500.3148(2) on the basis that Hendi's claims were "blatantly fraudulent and so excessive as to have no reasonable foundation[.]"

Hendi opposed Frankenmuth's motion. He argued that he suffered memory loss because of the accident and was unable to recall portions of his medical history. He denied providing false information to his medical providers and argued that his answer to one cumulative question on his application for benefits did not render the answer dishonest. He also denied suffering from head, chest, and back injuries before the accident occurred. He was never hospitalized and never treated with a neurologist or pain-management physician before the accident. He also testified that he could not remember whether he experienced numbness or tingling before the accident or whether he treated with a urologist before the accident. Further, he argued that he appeared for an IME

with Dr. Kalkanis, whose report Frankenmuth cited in its motion. Hendi denied committing fraud at any point and maintained that the only alleged fraudulent representation was one question on the application for benefits. He denied experiencing the same symptoms before the accident that he experienced afterward. Finally, Hendi argued that the antifraud provision in the policy was contrary to caselaw because an insurer does not have "free reign" to deny coverage if a claimant commits fraud.

Frankenmuth filed a reply brief, arguing that Hendi failed to provide any evidence contradicting its recitation of his numerous material misrepresentations. Frankenmuth asserted that Hendi failed to present evidence indicating that he did not misrepresent the seriousness of the accident and his pre-accident medical history to his medical providers or indicating that he did not misrepresent the extent of his injuries on his application for benefits, his attendant-care forms, his replacement-care forms, and during his deposition and IME. Frankenmuth argued that Hendi spent much of his response brief simply denying that he committed fraud despite the evidence Frankenmuth attached to its motion and the surveillance video. Further, Frankenmuth argued that the antifraud provision in the policy was enforceable because binding caselaw holds that an insurer can deny a claim because of postlitigation fraud relating to prelitigation fraud.

Frankenmuth also moved for summary disposition of Hendi's UM/UIM claim. It argued that Hendi assumed when he filed his complaint that the other drivers involved in the accident were uninsured, but both drivers were insured and their policies, combined, had higher bodily injury limits than Hendi's policy. Frankenmuth also asserted that the antifraud provision in the policy applied to the UM/UIM claim for the same reasons stated in its motion for summary disposition involving Hendi's PIP claim. Hendi opposed the motion, arguing that questions of fact existed because the policy was silent regarding how the policy limits applied in circumstances involving multiple other drivers. He also denied engaging in fraudulent conduct and maintained that questions of fact existed regarding the nature and extent of his injuries.

The trial court held a hearing on the motions at which it spent a considerable amount of time viewing the surveillance videos. When it rendered its decision, the court remarked, "I almost never grant these motions because it's usually a question of fact for a trier of fact but, when the fraud is so blatant and so throughout, from the beginning and continues, I don't see how the Court can ignore it." The court further stated:

> I feel that under the law and what's been presented in this motion, that there's no way that the Court can't grant this motion. I think that the both [sic] pre-litigation and the post-litigation fraud is rampant and abundantly clear. . . . [Y]ou have someone who misrepresented the mechanism of injury and accident, who misrepresented the nature and scope of their prior health conditions, who misrepresented—I mean, what—what didn't he misrepresent? . . . You have him testifying, under oath, that he can't drive and he's on surveillance driving. You have him testifying under oath that he can't walk, without a cane. You have him clearly walking . . . . I mean, I just don't know what to say. This is the fraudiest of the fraud of the fraudest most fraud fraudulent fraud [sic] I've ever seen and I don't see how . . . under these circumstances, the Court can do anything but grant this motion[.]

Thereafter, the court entered an order granting both motions. This appeal followed.

II. STANDARD OF REVIEW

This Court reviews de novo a trial court's decision on a motion for summary disposition. *Pennington v Longabaugh*, 271 Mich App 101, 104; 719 NW2d 616 (2006). A motion under MCR 2.116(C)(10) tests the factual support of a plaintiff's claim. *Smith v Town & Country Props II, Inc*, 338 Mich App 462, 473; 980 NW2d 131 (2021). In deciding a motion under subrule (C)(10), the trial court considers the pleadings, affidavits, depositions and other documentary evidence in the light most favorable to the nonmoving party. *Id.* Summary disposition is properly granted if the evidence fails to establish a genuine issue for trial regarding any material fact, and the moving party is entitled to judgment as a matter of law. *Janini v London Townhouses Condo Ass'n*, 514 Mich 86, 93; 22 NW3d 24 (2024). "A genuine issue of material fact exists when the record, giving the benefit of reasonable doubt to the opposing party, leaves open an issue upon which reasonable minds might differ." *Houston v Mint Group, LLC*, 335 Mich App 545, 557; 968 NW2d 9 (2021) (citation omitted).

III. ANALYSIS

A. LEGAL PRINCIPLES

Frankenmuth relied on the antifraud provision in its policy in support of both motions for summary disposition. Hendi asserts that the provision is invalid and unenforceable. Regarding PIP coverage under the no-fault act, MCL 500.3101 *et seq*., the statute is the "rule book" for deciding issues involving PIP benefits because MCL 500.3105 of the act mandates PIP coverage. *Meemic Ins Co v Fortson*, 506 Mich 287, 298; 954 NW2d 115 (2020) (citation omitted). MCL 500.3105(1) requires an insurer to pay PIP benefits " 'for accidental bodily injury arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle' " subject to other provisions of the insurance code. *MemberSelect Ins Co v Hartford Accident & Indemnity Co*, 343 Mich App 377, 381; 997 NW2d 267 (2022), quoting MCL 500.3105(1). With respect to optional coverage, however, such as UM or UIM coverage, the language of the policy controls. *DeFrain v State Farm Mut Auto Ins Co*, 491 Mich 359, 367; 817 NW2d 504 (2012).

The issues presented in this case require an examination of relatively recent caselaw, beginning with *Haydaw v Farm Bureau Ins Co*, 332 Mich App 719; 957 NW2d 858 (2020). That case involved an insurance policy antifraud provision stating that the "entire policy will be void" if an insured or claimant engages in fraudulent conduct or misrepresents material facts regarding the policy or a claim under the policy. *Id*. at 722 n 2. The defendant insurer moved for summary disposition relying on the antifraud provision, arguing that the plaintiff made false statements during discovery with respect to his medical history. The trial court granted the defendant's motion. *Id*. at 721, 723. This Court reversed, holding that "such provisions do not apply to statements made during the course of litigation." *Id*. at 723. This Court reasoned as follows:

> False statements made during discovery do not provide grounds to void the policy because, by that time, the claim has been denied and the parties are adversaries in litigation. Once suit is brought, what is truth and what is false are matters for a jury or a judge acting as fact-finder. And if it can be shown that a party intentionally

> testified falsely, it is up to the court to determine what, if any, sanction is proper. Indeed, defendant is essentially seeking dismissal of plaintiff's claim on the basis of alleged discovery misconduct. . . . [I]t is up to the trial court to determine whether a drastic sanction such as dismissal is warranted for discovery misconduct, including untruthful deposition testimony. To be clear, once an insurer fails to timely pay a claim and suit is filed, the parties' duties of disclosure are governed by the rules of civil procedure, not the insurance policy. [*Id*. at 726-727.]

This Court also recognized that "statements made during litigation are by their nature incapable of satisfying the elements for voiding a policy on the basis of postloss fraud" because fraud requires that a misrepresentation be made with the intent that the insurer rely on it. *Id*. at 728. This Court stated that statements made during discovery "are made with the intention that the trier of fact, not the insurer, will act on them." *Id*.

A few weeks after this Court decided *Haydaw*, our Supreme Court decided *Meemic*, 506 Mich 287. In *Meemic*, 506 Mich at 294-295, the defendant insurer sought to rescind its policy based on an antifraud provision stating "This entire policy is void" if an insured person concealed or misrepresented a material fact concerning the insurance application or a claim for benefits. The Court opined that such provisions "are valid when based on a defense to mandatory coverage provided in the no-fault act itself or on a common-law defense that has not been abrogated by the act." *Id*. at 293. The Court noted that MCL 500.3113 provides certain statutory defenses, but fraud is not among those listed.[4] *Id*. at 303-304. Thus, fraud is not a defense provided in the no-fault act itself. The Court then addressed whether fraud was a common-law defense that had not been abrogated. *Id*. at 304-310. The Court recognized that, at common law, a party could seek recission if the fraud pertained to the inducement or inception of the contract—preprocurement fraud. *Id*. at 305. Regarding postprocurement fraud, the Court stated that rescission was a remedy

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[4] MCL 500.3113 provides circumstances under which a person is not entitled to PIP benefits, including when, at the time of the accident:

> (a) The person was willingly operating or willingly using a motor vehicle or motorcycle that was taken unlawfully, and the person knew or should have known that the motor vehicle or motorcycle was taken unlawfully.
>
> (b) The person was the owner or registrant of a motor vehicle or motorcycle involved in the accident with respect to which the security required by section 3101 or 3103 was not in effect.
>
> (c) The person was not a resident of this state, unless the person owned a motor vehicle that was registered and insured in this state.
>
> (d) The person was operating a motor vehicle or motorcycle as to which he or she was named as an excluded operator as allowed under section 3009(2).
>
> (e) The person was the owner or operator of a motor vehicle for which coverage was excluded under a policy exclusion authorized under section 3017 or 3018.

if a party failed "to perform a substantial part of the contract or one of its essential terms," but "the mere breach of a contract would not entitle the injured party to avoid the contract at common law." *Id*. at 307-308. The Court recognized that the fraudulent activity at issue did not occur preprocurement and concluded that "Meemic's contract-based fraud defense fails because it is not the type of common-law fraud that would allow for rescission." *Id*. at 310. The Court therefore held that the antifraud provision was "invalid and unenforceable" because it was "grounded on neither the no-fault act nor the common law." *Id*. at 293.

The *Meemic* Court acknowledged that this Court in *Bahri v IDS Prop Cas Ins Co*, 308 Mich App 420; 864 NW2d 609 (2014), upheld an antifraud provision when the fraud related to proof of loss regarding a claim and not to the procurement of the policy. *Meemic*, 506 Mich at 307 n 15. The Court explicitly declined to address whether fraud relating to a claim could justify rescission of the policy because the case did not present that factual scenario. *Id*. The Court also stated that "[a]n insurer can reject fraudulent claims without rescinding the entire policy," and that "an insurer may receive attorney fees 'in defending against a claim that was in some respect fraudulent or so excessive as to have no reasonable foundation.' " *Id*. at 304 n 10, quoting MCL 500.3148(2).

Our analysis of this case is also informed by this Court's decision in *Fashho v Liberty Mut Ins Co*, 333 Mich App 612, 617; 963 NW2d 695 (2020), which involved a policy that contained an antifraud provision stating, "We may void this policy or deny coverage for fraud or material misrepresentation even after the occurrence of an accident or loss." In that case, the plaintiff collected PIP benefits, including wage-loss benefits, from the defendant insurer after an accident. *Id*. at 614. The defendant had the plaintiff surveilled, which showed him working at his business, loading and unloading tires, pushing vehicles, and carrying heavy tools, which he claimed he was unable to do because of his injuries. *Id*. at 614-615. The plaintiff filed suit after the defendant terminated his PIP benefits. During discovery, the plaintiff maintained he was still unable to perform most of his job duties because of the accident. The trial court granted the defendant's motion for summary disposition, relying primarily on the surveillance video, which contradicted the plaintiff's testimony. *Id*. at 615.

This Court affirmed the trial court's order granting summary disposition. Regarding the effect of *Haydaw* on the case, this Court stated:

> We read *Haydaw* as standing for the unremarkable proposition that an insurer cannot assert that it denied a claim because of fraud that occurred after litigation began; the fraud must have occurred before the commencement of legal proceedings. This recognizes the reality that a plaintiff-insured only commences suit after the defendant-insurer denies the plaintiff's claim and that the denial cannot possibly be based on an event that has not yet taken place. This does not mean that a defendant cannot rely on evidence of fraud obtained after litigation commences. It simply means that the evidence must relate to fraud that took place before the proceedings began. [*Id*. at 619.]

This Court concluded that the plaintiff's misrepresentations regarding his ability to perform his job functions began before litigation commenced and continued after the plaintiff filed his complaint. *Id*. at 619-621. Accordingly, this Court opined that *Haydaw* did not control the

outcome of the case and affirmed the trial court's order granting summary disposition in the defendant's favor based on the plaintiff's misrepresentations concerning his need for wage-loss benefits. *Id*. at 621-622. This Court cited *Meemic* for the proposition that an insurer may reject a fraudulent claim without rescinding the policy. *Id*. at 618 n 1.

Finally, *Williams v Farm Bureau Mut Ins Co of Mich*, 335 Mich App 574, 577; 967 NW2d 869 (2021), involved the same antifraud provision that was at issue in *Haydaw*, stating that "[t]he entire policy will be void" if an insured or claimant engaged in fraud or made false statements regarding a claim. *Id*. at 577. The trial court granted summary disposition in favor of the defendant insurer based on the antifraud provision after the plaintiff made allegedly false and fraudulent statements regarding her claim. *Id*. at 576. This Court determined that *Meemic* required reversal of the trial court's decision because "the allegedly fraudulent statements were made postprocurement and did not influence or induce the policy's procurement." *Id*. at 581. This Court stated that *Meemic* unambiguously held that antifraud provisions are valid only with respect to fraud in the inducement—preprocurement fraud—and invalid when applied to fraud occurring after issuance of the policy—postprocurement fraud. *Id*. at 578. This Court noted that the *Meemic* Court "forcefully reiterated its view that a no-fault policy may provide for nonstatutory policy-based exclusions and defenses only as to optional coverages, not mandatory ones such as PIP benefits[.]" *Id*. at 579. Further, this Court stated:

> Contrary to defendant's suggestion, limiting no-fault antifraud provisions to fraud in the inducement—as required by *Meemic*—will not leave no-fault insurers without recourse in the event of a fraudulent claim. An insurer maintains the power to deny claims or parts of claims it believes fraudulent. The plaintiff then bears the burden of filing suit and ultimately proving that they were injured in an auto accident and that the injury resulted in reasonable and necessary medical care and other covered expenses. [*Id*. at 583.]

This Court concluded that the antifraud provision in the defendant's policy was " 'invalid and unenforceable' " under *Meemic*. *Id*. at 587, citing *Meemic*, 506 Mich at 316.

B. PIP CLAIM

The above authority requires reversal of the trial court's order as it pertains to Hendi's claim for PIP benefits. Notably, Frankenmuth did not suspend Hendi's PIP benefits based on fraud. Frankenmuth suspended Hendi's PIP benefits because he twice failed to appear for an IME, and Hendi filed this action thereafter. However, Frankenmuth relied on its policy's antifraud provision in support of its motion for summary disposition with respect to Hendi's PIP claim, and, as discussed in *Meemic* and *Williams*, the provision is "invalid and unenforceable" as applied to statutorily mandated PIP coverage. *Meemic*, 506 Mich at 316; *Williams*, 335 Mich App at 587. Further, there is no allegation of preprocurement fraud; all of Frankenmuth's assertions of fraudulent statements and conduct involve postprocurement fraud. Accordingly, Frankenmuth cannot rely on the contractual provision to defend against Hendi's claim. We therefore reverse the trial court's order to the extent that it granted Frankenmuth's motion for summary disposition regarding Hendi's PIP claim.

C. UM/UIM CLAIM

Unlike claims involving mandatory coverage, antifraud provisions are valid and enforceable as applied to optional coverage, such as UM/UIM coverage. *Id*. at 578. Frankenmuth relied on the antifraud provision when it moved for summary disposition with respect to Hendi's claim for UM/UIM benefits, and the trial court granted the motion based on fraud. The trial court determined that there was no genuine issue of material fact that Hendi engaged in fraudulent conduct and made fraudulent misrepresentations both before he filed his complaint and during litigation. Recall that in *Fashho*, this Court stated that, under *Haydaw*, "an insurer cannot assert that it denied a claim because of fraud that occurred after litigation began[.]" *Id*. at 619. The *Fashho* Court reasoned, "This recognizes the reality that a plaintiff-insured only commences suit after the defendant-insurer denies the plaintiff's claim and that the denial cannot possibly be based on an event that has not yet taken place."[5] *Id*. Because Frankenmuth did not deny Hendi's claims based on fraud before he filed suit, however, it was not required to rely on evidence of fraud occurring before litigation to support its motion for summary disposition. In other words, the limitation and rationale stated in *Fashho* is not applicable in the circumstances presented here.

> Regarding fraud, the policy stated, in relevant part:
>
> This entire policy is void if an **"insured"** person has intentionally concealed or misrepresented any material fact or circumstance relating to:
>
> 1. this insurance; or
>
> 2. the application for it.
>
> We do not provide coverage for any **"insured"** who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy."

Frankenmuth asserts that it did not seek to void the policy and instead sought only to deny coverage under the policy. Thus, the issue is whether Hendi "made fraudulent statements" or "engaged in fraudulent conduct" regarding the accident or loss. We interpret insurance policies in accordance with the rules of contract interpretation. *Auto-Owners Ins Co v Martin*, 284 Mich App 427, 433; 773 NW2d 29 (2009). If a word in a contract is undefined, we may consult a dictionary to determine its meaning. *Andrusz v Andrusz*, 320 Mich App 445, 454; 904 NW2d 636 (2017). The word "fraudulent" is not defined in the insurance contract, but its dictionary definition states, "[C]haracterized by, based on, or done by fraud: deceitful." *Merriam-Webster.com Dictionary*, fraudulent <https://www.merriam-webster.com/dictionary/fraudulent> (accessed November 3, 2026). Fraud, in turn, is defined as "deceit, trickery" and "an act of deceiving or misrepresenting: trick." *Merriam-Webster.com Dictionary*, fraud <https://www.merriam-webster.com/dictionary/fraud> (accessed November 3, 2026). The record supports the trial court's determination that Hendi made misrepresentations and engaged in deceptive conduct such that his statements and conduct were fraudulent.

[5] Although *Haydaw* and *Fashho* involved claims for PIP benefits, this reasoning would also apply in the context of UM/UIM benefits.

As the trial court recognized, Hendi's fraudulent behavior was "rampant and abundantly clear." He claimed that he did not suffer from knee pain, back pain, stomach pain, neck pain, shoulder pain, or rectal bleeding before the accident, but his medical records indicate that approximately six months before the accident, he complained to his doctor of worsening back pain and worsening knee pain. He also complained of right shoulder pain, neck pain, and bloody stool. Although he testified that he did not experience erectile dysfunction or bloody stool before the accident, his medical records indicate otherwise. He was diagnosed with erectile dysfunction and prescribed Viagra years before the accident occurred. He also periodically complained to his doctors of bloody stool, beginning years before the accident. He told his treating physicians after the accident that he struck his chest, abdomen, and head on the steering wheel and lost consciousness during the accident, but hospital and accident records indicate those claims are false.

Hendi submitted documentation to Frankenmuth indicating that he required attendant-care benefits and replacement services for chores and other tasks that he was able to do himself. For example, he claimed he was unable to dress himself, bathe himself, use the restroom by himself, and drive. At his deposition, he claimed he was still unable to perform those tasks by himself and required his wife to assist him. He also testified that he used a cane wherever he went. Surveillance footage, however, depicted Hendi driving on several occasions and running errands, including grocery shopping. It also showed him taking out the trash, which he maintained he was unable to do, and walking without a cane.

While these are some examples of Hendi's fraudulent statements and conduct, these are not all the instances of such statements and conduct in the record. Our review of the record indicates that no reasonable factfinder could conclude that Hendi did not make fraudulent statements or engage in fraudulent conduct as stated in the antifraud provision of the policy. Accordingly, we affirm the trial court's order with respect to Hendi's claim for UM/UIM benefits.[6]

Affirmed in part, reversed in part, and remanded for further proceedings. We do not retain jurisdiction.

/s/ Kristina Robinson Garrett
/s/ Anica Letica
/s/ Christopher M. Trebilcock

[6] Given our determination on this issue, we need not address Hendi's argument regarding UM/UIM coverage limits.