

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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FARM BUREAU INSURANCE,  
Plaintiff-Appellee,

UNPUBLISHED  
November 16, 2006

v

No. 269816  
Ionia Circuit Court  
LC No. 04-023305-NF

FARMERS INSURANCE EXCHANGE,  
Defendant/Third Party Plaintiff-  
Appellant,

v

CRUM & FORSTER INDEMNITY COMPANY,  
Third Party Defendant-Appellee.

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Before: O’Connell, P.J., and White and Markey, JJ.

PER CURIAM.

Third-party plaintiff Farmers Insurance Exchange appeals as of right the trial court’s grant of summary disposition to plaintiff Farm Bureau and third-party defendant Crum & Forster. We affirm.

This dispute arose when Luke Stebbins, a twenty-one-year-old inpatient at a mental health facility, was injured in an automobile accident. Stebbins was a passenger. At the time of the accident, Stebbins was on “home leave” from the facility, a privilege that he generally received every weekend. Although Stebbins did not have car insurance of his own, Farm Bureau insured the vehicle that he was riding in, Farmers Insurance Exchange insured his father’s car, and Crum & Forster insured the facility’s automobiles. Farm Bureau initially paid Stebbins’ personal injury claim, but then it sought reimbursement from Farmers, which sought indemnity from Crum & Forster. The trial court found that, although Stebbins received inpatient care at the facility Monday through Friday, he was a resident of his father’s house, so Farmers was responsible for Stebbins’ personal injury damages.

Farmers argues that the trial court erred when it determined that Stebbins was a resident of his father’s house and not the facility. We disagree. “Generally, the determination of domicile is a question of fact. However, where, as here, the underlying facts are not in dispute,

domicile is a question of law for the court.” *Fowler v Auto Club Ins Ass’n*, 254 Mich App 362, 364; 656 NW2d 856 (2002).

The relevant factors in deciding whether a person is domiciled in the same household as the insured include: (1) the subjective or declared intent of the claimant to remain indefinitely in the insured’s household, (2) the formality of the relationship between the claimant and the members of the household, (3) whether the place where the claimant lives is in the same house, within the same curtilage, or upon the same premises as the insured, and (4) the existence of another place of lodging for the person alleging domicile.

When considering whether a child is domiciled with the child’s parents, other relevant indicia include: (1) whether the child continues to use the parents’ home as the child’s mailing address, (2) whether the child maintains some possessions with the parents, (3) whether the child uses the parents’ address on the child’s driver’s license or other documents, (4) whether a room is maintained for the child at the parents’ home, and (5) whether the child is dependent upon the parents for support. [*Id.* at 364-365, citations omitted.]

The undisputed evidence indicates that Stebbins suffered a lightning strike in his adolescence and consequently developed behavioral issues. He was admitted to the facility in August 1999, and the automobile accident occurred on May 9, 2003. At the time of the accident, his father maintained a room for him in his house and received him home every weekend. Although he received personal assistance, training, and behavioral therapy at the facility, both he and his father regarded his father’s house as his home, and Stebbins often expressed his desire to leave the facility and return there. The evidence indicated that Stebbins kept the minimal practical items at the facility, and transferred several personal items back and forth on weekends. The facility included home visits as part of its incentive therapy, and Stebbins worked hard to earn his weekends away from the facility.

Although Stebbins received his bank statements and medical bills at the facility and put the facility’s address on his beginner’s driving permit, Stebbins’ personal correspondence and social security checks went to his father’s residence. His father managed Stebbins’ social security benefits and his bank account, and he occasionally provided Stebbins with spending money and personal supplies. Although the evidence indicated that Stebbins required too much supervision and too many services for him to return home permanently, his father indicated that this was primarily due to scheduling issues and the remoteness of the home. The caregivers at the facility and Stebbins’ father regularly reassured Stebbins that his stay at the facility was not permanent. Although Stebbins’ home visits were temporary and regulated, his father and caretakers continually set goals for him to accomplish permanent discharge from the facility.

Stebbins refused to adorn his room at the facility with personal items, posters, or family pictures, and both he and his caretakers strove to maximize his extended leave and holiday time. He primarily spent this time between his father’s and mother’s house, and never returned to the facility during these furloughs. Under the circumstances, Stebbins resided with his father and only begrudgingly submitted to extensive inpatient analysis and treatment at the facility.

Although similar, *Hartman v Ins Co of North America*, 106 Mich App 731; 308 NW2d 625 (1981), and *USF & G v Citizens Ins Co*, 241 Mich App 83; 613 NW2d 740 (2000), are distinguishable because neither “ward” in those cases had any living arrangement outside his permanent care facilities, let alone a personal residence headed by a family member. Because Stebbins was domiciled with his father at the time of the accident, Farmers had priority over his personal injury claims, and the trial court correctly granted summary disposition to the other insurers. MCL 500.3114. Our resolution of this issue precludes us from addressing Farmers’ argument that Stebbins was a “ward” of the facility for automobile insurance purposes.

Affirmed.

/s/ Peter D. O’Connell

/s/ Helene N. White

/s/ Jane E. Markey