

COA Opinion: Court's determination that no-fault claim was fraudulent in litigation between insured and insurer is binding in subsequent litigation brought by service provider

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On June 22, 2010, the Court of Appeals approved its *per curiam* opinion in [TBCI, P.C. v. State Farm Mut. Auto. Ins. Co., No. 288853](#) for publication. In this case a service provider was seeking to recover no-fault benefits to cover services provided to an insured. In prior litigation between the insured and the no-fault insurer, a trial court had determined that the relevant claim was fraudulent and rejected the claim for benefits. The Court of Appeals found that initial determination of fraud barred the service provider's subsequent litigation by *res judicata*. Specifically, it held that the insurer stood in the shoes of the insured in asserting the insurance claim, and thus was a privy of the insured and bound by the legal judgments that applied to the insured. Therefore, the Court of Appeals affirmed the trial court's award of summary disposition of the service provider's claim against the no-fault insurer.