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STATE OF MICHIGAN

COURT OF APPEALS

BRONSON HEALTH CARE GROUP, INC,

Plaintiff-Appellee,

v

AUTO-OWNERS INSURANCE COMPANY,

Defendant-Appellant,

and

HOME-OWNERS INSURANCE COMPANY,

Defendant.

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October 27, 2026
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No. 376921
Kalamazoo Circuit Court
LC No. 2024-000231-NF

Before: SWARTZLE, P.J., and ACKERMAN and TREBILCOCK, JJ.

PER CURIAM.

Defendant Auto-Owners Insurance Company appeals from the trial court's ruling that the displaced air from a moving semi-trailer truck can be said to cause a motorcyclist's accident within the meaning of Michigan's no-fault insurance law. Because the semi at issue was not "involved" in this accident, we conclude that defendant is not exposed to PIP liability for the motorcyclist's injuries. We therefore reverse.

I. FACTS

On July 25, 2023, James Schrump and his wife Robin were riding their motorcycles down I-94 through Kalamazoo. They had been traveling through a construction zone and were behind a semi truck. As they were leaving the construction zone and returning to ordinary freeway speeds, they passed the semi. While doing so, Robin temporarily lost control of her motorcycle due to what she described as "a wind-turbine-type thing" that "swooshed [her] over to the side"; James similarly described it as "turbulence [semis] can create." She was pushed onto the shoulder, where the rumble strips caused her to totally lose control and collide with the wall. She made no physical contact with the semi.

Robin was taken by ambulance to Bronson Methodist Hospital. She was treated for various abrasions and scrapes, although she was discharged the following day. Robin returned soon after for a seven-day hospital stay, as well as received significant out-patient follow-up treatment. Plaintiff Bronson Health Care Group—which operates Bronson Methodist Hospital—says she incurred approximately $90,000 in charges for treatment and services provided.

The Schrumps had no-fault insurance coverage through defendant. Plaintiff submitted the bills for Robin's treatment to defendant, but when defendant refused to pay, plaintiff filed suit, invoking its direct cause of action for unpaid medical bills under MCL 500.3112. The parties both moved for summary disposition under MCR 2.116(C)(10), each arguing that there were no genuine issues of material fact that defendant either did or did not owe benefits. The trial court denied defendant's motion and granted plaintiff's in part. It concluded that a wind draft from a semi could cause a motorcycle accident sufficient to incur PIP liability, but that there was a question of fact whether that had happened in this specific situation. Its order also established the extent of plaintiff's charges and the effect of the reimbursement rates provided in the no-fault system on those charges. The parties then entered into a stipulated judgment awarding plaintiff that amount, but expressly reserving defendant's right to appeal the trial court's order denying its motion for summary disposition. This appeal followed.

II. ANALYSIS

A trial court's decision on a motion for summary disposition is reviewed de novo. *Maiden v Rozwood*, 461 Mich 109, 118; 597 NW2d 817 (1999). The parties moved for summary disposition under MCR 2.116(C)(10), under which the trial court reviews documentary evidence in the light most favorable to the nonmoving party and must grant the motion if there is no genuine issue as to any material fact. *Quinto v Cross & Peters Co*, 451 Mich 358, 362; 547 NW2d 314 (1996). That said, this case is fundamentally about a question of statutory interpretation—which is also reviewed de novo. *Ford Motor Co v Woodhaven*, 475 Mich 425, 438; 716 NW2d 247 (2006).

As a general rule, under MCL 500.3114(1), an injured person claiming PIP benefits obtains them from their own no-fault insurer. However, "a person who suffers accidental bodily injury arising from a motor vehicle accident that shows evidence of the involvement of a motor vehicle while an operator or passenger of a motorcycle shall claim personal protection insurance benefits from insurers in" a separate order of priority. MCL 500.3114(5). Obviously, Robin was "an operator . . . of a motorcycle," but for an insurer to owe benefits under § 3114(5), the accident must "show[] evidence of the involvement of a motor vehicle." We conclude that her accident does not.

For a motor vehicle to be "involved" in an accident, it "must actively, as opposed to passively, contribute to the accident." *Turner v Auto Club Ins Ass'n*, 448 Mich 22, 39; 528 NW2d 681 (1995). "Showing a mere 'but for' connection between the operation or use of the motor vehicle and the damage is not enough to establish that the vehicle is 'involved in the accident.' " *Id*. *Turner* also established, however, that "physical contact is not required to establish that the vehicle was 'involved in the accident,' nor is fault a relevant consideration in the determination whether a vehicle is 'involved in an accident.' " *Id*.

Under these standards, the semi was not "involved" in the accident. The Schrumps testified that the semi created an aerodynamic wake that disrupted Robin's handling of her motorcycle. But James said that what disrupted Robin was the "turbulence [semis] can make"—a recognition of this as a normal incident of semis traveling on the expressway. Even if a jury believed their testimony, what they described was the physical byproduct of ordinary highway operation of a semi. This is exactly the sort of "passive" contribution to an accident that *Turner* contemplated.[1] *Turner* held that "a mere 'but for' connection between the *operation or use* of the motor vehicle and the damage is not enough" to be "involved," meaning that the Court specifically contemplated that a motor vehicle could be operated or used and still not "actively . . . contribute to the accident" such as to be "involved." *Id*. (emphasis added). If this semi were construed to be "involved," it would seemingly be impossible for a moving vehicle to "passively . . . contribute" to an accident. Without a motor vehicle that is "involved" in the accident, there is no liability under § 3114(5). As a result, the trial court erred—even if a jury did believe that the motorcycle was affected by the wind, the wind created by passive use of the semi on the freeway does not, as a matter of law, render the semi "involved" in the accident.

This Court reached a similar conclusion in *Detroit Med Ctr v Progressive Mich Ins Co*, 302 Mich App 392; 838 NW2d 910 (2013). There, a motorcyclist was traveling 100 m.p.h. down a side street at night; when he saw an approaching motor vehicle's headlights, he swerved to avoid it and was injured after crashing his motorcycle. We held that "[w]e cannot say that the motor vehicle actively contributed to the accident rather than merely being present." *Id*. at 397. As a result, we said that "the trial court erred by determining . . . that the motor vehicle was sufficiently involved in the accident." *Id*. at 399. This case is much the same: the semi did not actively contribute to the accident, but was merely present. This is true even though both the motor vehicle in *Detroit Med Ctr* and the semi in this case were in motion; as noted, the Court in *Turner* specifically contemplated that a vehicle that was being used or operated could still "passively" contribute to an accident.

Consistent with *Turner*'s holding, cases that have recognized that a vehicle was "involved" have required a more active contribution from the motor vehicle. In *MDOT v Nat'l Interstate Ins Co*, 331 Mich App 112; 951 NW2d 113 (2019), a trucking company was shipping an oversized load on a semi from Ohio to Michigan. The trucking company obtained a permit for the oversized load, but under the terms of the permit, the semi needed an escort vehicle ahead of it with a measuring device to ensure the semi and its load could clear any obstacles it encountered. The advance vehicle—insured by Frankenmuth Mutual Insurance Company—passed under two overpasses and reported to the semi that its measuring stick had hit the overpasses; in response, the truck lowered its height and passed under the center (and highest point) of the overpasses. This happened twice without incident, and when the advance vehicle reported that its stick had hit a

[1] Indeed, the semi was apparently so uninvolved that it did not stop for Robin's accident, which is why plaintiff has not sought benefits from either of the two highest-priority motor-vehicle insurers when a motorcyclist seeks PIP benefits: the insurer of the owner of the motor vehicle or the insurer of the operator of the motor vehicle. MCL 500.3114(5)(a)-(b). Instead, plaintiff seeks to recover benefits from "[t]he motor vehicle insurer of the operator of the motorcycle involved in the accident." MCL 500.3114(5)(c).

third time, the semi driver took the same steps. But the advance vehicle then reported that actually, its stick *broke*, not merely *hit*, and so the truck could not pass. By that time it was too late, and the truck and its load hit the bridge. MDOT sought property protection insurance benefits from Frankenmuth, and the insurer defended on the ground that its vehicle was not "involved" in the accident. We disagreed. We said that the advance vehicle "led the [semi] and its cargo into the bridge" because its "action and inaction contributed to the happening of the accident," rendering it "involved" in the accident. *Id*. at 124-125.

Absent the applicability of one of the more specific provisions, the general rule of MCL 500.3114(1) applies. That said, it too requires that a motor vehicle be "involved." Under § 3114(1), an injured person is to claim PIP benefits from their own no-fault insurer "if the injury arises from a motor vehicle accident." But the statute defines a "motor vehicle accident" as "a loss that *involves* the ownership, operation, maintenance, or use of a motor vehicle as a motor vehicle regardless of whether the accident also involves the ownership, operation, maintenance, or use of a motorcycle as a motorcycle." MCL 500.3101(3)(j) (emphasis added). Because § 3114(1) requires that the injury "arise from a motor vehicle accident," and § 3101(3)(j) defines a motor vehicle accident as one that "involves" a motor vehicle, *Turner*'s "involvement" standard still applies. As a result, plaintiff cannot claim benefits under § 3114(1) any more than it can under § 3114(5).

Absent the "involvement" of a motor vehicle, Robin's no-fault insurer is not liable under § 3114(1) or (5) for PIP benefits to plaintiff for the services it provided to Robin. As a result, the decision of the trial court is reversed.

/s/ Brock A. Swartzle
/s/ Matthew S. Ackerman
/s/ Christopher M. Trebilcock