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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.

ACKERMAN, J. (*concurring*).

I concur in full with the majority opinion. I agree that defendant Auto-Owners Insurance Company is not obligated to pay PIP benefits for the care plaintiff Bronson Health Care Group provided to Robin Schrump because the semi-trailer truck was not "involved" in her accident within the meaning of the no-fault act. I write separately to identify tensions in our caselaw that this appeal implicates but that we are not well positioned to confront. I hope that identifying those tensions will help clarify the issues presented in future cases.

I. "INVOLVED" AND MCL 500.3105(1)

Under the no-fault insurance law, determining whether an insurer must pay PIP benefits has two relevant steps. First, courts must decide whether the injured person is *eligible* for benefits under MCL 500.3105(1). The standard for eligibility under § 3105(1) is that an insurer must pay benefits "for accidental bodily injury arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle." Second, if the injured person is deemed eligible, courts must decide *which* insurer is responsible for paying those benefits under MCL 500.3114. As the majority explains, § 3114(1) and (5) both require that a motor vehicle be "involved" in an accident

for the corresponding insurer to be responsible for benefits. In effect, any given insurer has two relevant grounds for avoiding liability: It may establish either that the injured person is not eligible for benefits under MCL 500.3105(1) *or* that the insurer is not responsible for those benefits under MCL 500.3114.

The Michigan Supreme Court has held that these inquiries involve different standards. For an injury to be eligible for benefits under MCL 500.3105(1), "the first consideration . . . must be the relationship between the injury and the vehicular use of a motor vehicle," and "[w]ithout a relation that is more than 'but for,' incidental, or fortuitous, there can be no recovery of PIP benefits." *Thornton v Allstate Ins Co*, 425 Mich 643, 659-660; 391 NW2d 320 (1986). By contrast, "for a vehicle to be considered 'involved in the accident' . . . , the motor vehicle, being operated or used as a motor vehicle, 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). Moreover, "the concept of being 'involved in the accident' . . . encompasses a broader causal nexus between the use of the vehicle and the damage than what is required . . . to show that the damage arose out of the ownership, operation, maintenance, or use of the motor vehicle as a motor vehicle." *Id*.

Before *Turner*, however, this Court had conflated the question of whether an injury "ar[ose] out of" the use of a motor vehicle under MCL 500.3105(1) with the question of whether a motor vehicle was "involved" in the accident. In *Dep't of Social Servs v Auto Club Ins Ass'n*, 173 Mich App 552, 554; 434 NW2d 419 (1988), this Court framed the inquiry as asking whether a vehicle "was 'involved in the accident' such that Mr. Smith's injuries could be deemed to have 'arisen out of' the operation of a motor vehicle pursuant to MCL 500.3105." In doing so, this Court cited a series of earlier cases that had construed the various statutory sections invoking the "involved in" statutory language. See *id*. at 555-556, citing *Stonewall Ins Group v Farmers Ins Group*, 128 Mich App 307, 309; 340 NW2d 71 (1983) (analyzing "involved" in the then-current version of MCL 500.3115); *Bachman v Progressive Cas Ins Co*, 135 Mich App 641, 643-644; 354 NW2d 292 (1984) (same); and *Brasher v Auto Club Ins Ass'n*, 152 Mich App 544, 546-547; 393 NW2d 881 (1986) (same). Confusingly, *Turner* acknowledged the potential confusion created by these decisions but said that "[i]t is apparent from reading" cases like *Dep't of Social Servs* that this Court "used the word 'involvement' in a generic sense." *Turner*, 448 Mich at 38 n 17.

I submit that it is anything but apparent that this Court used the word "involvement" in a generic sense in *Dep't of Social Servs*. And perhaps because *Turner* did not more forcefully disavow that decision's approach, this Court has continued to intertwine those concepts. In *Detroit Med Ctr v Progressive Mich Ins Co*, 302 Mich App 392; 838 NW2d 910 (2013), this Court repeatedly invoked "involvement" caselaw—including *Turner*—in deciding whether an injured person was *eligible* for benefits under MCL 500.3105(1). As a result, in that case, after a paragraph of standards that included *Turner*'s requirement that a motor vehicle actively contribute to an accident, we concluded that we could "find no causal connection between the motorcyclist's injuries and the use of a motor vehicle as a motor vehicle sufficient to trigger entitlement to no-fault benefits under MCL 500.3105(1)." *Id*. at 396-397. We ultimately held that "the trial court erred by determining that . . . the motor vehicle was sufficiently involved in the accident to entitle the motorcyclist to personal protection insurance benefits under the no-fault act." *Id*. at 399. More recently, we have continued to link *Turner*'s "involvement" standard with eligibility under MCL 500.3105(1). See, e.g., *Love v Rudolph*, ___ Mich App ___, ___; ___ NW3d ___ (2025) (Docket No. 369895); slip op at 16-17.

Detroit Med Ctr also introduced another potential complication. In its survey of the caselaw, this Court remarked that "while fault is not a relevant consideration in determining whether a motor vehicle is involved in an accident for purposes of no-fault benefits, we believe that principle is limited to not considering fault in the cause of the accident, not whether the motor vehicle was actually involved in the accident." *Detroit Med Ctr*, 302 Mich App at 398. That formulation is in significant tension with the Supreme Court's guidance that fault is not "a relevant consideration in the determination whether a vehicle is 'involved in the accident.' " *Turner*, 448 Mich at 39.[1] Yet the Supreme Court itself has, since *Turner*, suggested that fault does have some role to play. Consider *Utley v Mich Muni Risk Mgt Auth*, unpublished per curiam opinion of the Court of Appeals, issued April 26, 1996 (Docket No. 173391), rev'd 454 Mich 879 (1997). There, a Sterling Heights employee was driving a city pickup truck and stopped at an intersection. The plaintiff, who was following on a motorcycle, looked down at his speedometer. When he looked up, he saw that the truck had come to a stop. He attempted to brake but lost control of his motorcycle and was injured. This Court concluded that there was a sufficient causal connection between the plaintiff's injury and the use of the pickup as a motor vehicle. The Supreme Court, however, peremptorily reversed, holding that the truck was not "involved" in the accident. One plausible reading is that the result turned on the truck driver's having done nothing wrong and the motorcyclist's failure to pay attention.[2] If that reading is correct, the Supreme Court itself has introduced fault-based considerations into the determination of whether a motor vehicle was "involved."

Those observations help explain the gap between the majority opinion's rationale for reversing and the argument defendant advances. The majority holds that the semi-trailer truck was not "involved" in this accident and therefore that defendant is not responsible for PIP benefits under MCL 500.3114(1) or (5). Defendant, by contrast, argues that the semi was not "involved" in the accident and therefore that Robin was not eligible for benefits under MCL 500.3105(1). Defendant's framing is reasonable in light of *Detroit Med Ctr* and other cases from this Court that have applied *Turner*'s "involvement" standard to the question of PIP eligibility under MCL 500.3105(1). From defendant's perspective, the distinction makes no practical difference: whether Robin is ineligible for benefits under MCL 500.3105(1) or defendant is not the insurer responsible for paying them under MCL 500.3114, defendant avoids liability. I therefore join the majority because its analysis permits us to resolve this appeal without confronting the tensions in our caselaw. If plaintiff had pursued an assigned claim under MCL 500.3115—which appears to have been the proper mechanism for recovering PIP benefits here—we might have been forced to confront our published caselaw that melds *Turner*'s "involvement" standard with a motorcyclist's eligibility for benefits under MCL 500.3105(1). But in light of *Utley* and *Turner*'s decision not to

[1] *Detroit Med Ctr* has been criticized as "gestur[ing] in the direction of fault" even though "fault should not be an issue in application of the no-fault act." *Stuth v Home-Owners Ins Co*, 513 Mich 992, 995 (2024) (CAVANAGH, J., dissenting).

[2] At least, that is the interpretation one panel of this Court has given *Utley*. See *Fryman v State Farm Mut Auto Ins Co*, unpublished per curiam opinion of the Court of Appeals, issued August 27, 2002 (Docket No. 227423), p 6.

more clearly disavow *Dep't of Social Servs*, that might be challenging, so for now I am content to identify the problem.

II. JUXTAPOSING *THORNTON* AND *TURNER*

Even if the tensions discussed above can be navigated here, another remains for which I do not have as ready an answer. As noted, *Turner* remarked that the "involved" standard is broader than the "arising out of" standard for PIP eligibility under MCL 500.3105(1). This Court has repeated that assertion. *Detroit Med Ctr*, 302 Mich App at 396 n 1; *Love*, ___ Mich App at ___; slip op at 16. But I would be inclined to say just the opposite in this case. Although I agree with the majority that the semi was not "involved" in this accident under *Turner*, I *do* think that Robin's injuries may nonetheless have "aris[en] out of" the use of the semi as a motor vehicle under MCL 500.3105(1) as that statute was construed in *Thornton*.

In *Thornton*, the injured person was a taxi driver who was shot and robbed by a passenger. It was in that context that the Supreme Court held that the relationship between an injury and the use of the motor vehicle *as* a motor vehicle must be "more than 'but for,' incidental, or fortuitous." *Thornton*, 425 Mich at 660. The Court concluded that the standard was not met because "[t]he motor vehicle was not the instrumentality of the injuries" but was "merely the situs of the armed robbery—the injury could have occurred whether or not Mr. Thornton used a motor vehicle as a motor vehicle." *Thornton*, 425 Mich at 660. "The relation between the functional character of the motor vehicle and Mr. Thornton's injuries was not direct—indeed, the relation [was] at most incidental." *Id*. The plaintiff argued that he would not have been injured if the vehicle was not a motor vehicle that could transport people quickly, but the Court said that argument "errs because it equates the 'use of a motor vehicle as a motor vehicle' with the use of a motor vehicle as a taxi." *Id*. at 661. "[T]he inherent nature of the use of a motor vehicle did not cause Mr. Thornton's injuries" because he "was injured by a robber's gunfire." *Id*. Thus, "the relation of the gunshot wound to the functional use of a motor vehicle as a motor vehicle was at most merely 'but for,' incidental, and fortuitous." *Id*.

In my view, the considerations that led the Court to deny benefits under MCL 500.3105(1) in *Thornton* point in the opposite direction here. Accepting Robin's account, the semi was an "instrumentality of the injuries," not "merely the situs" of the injury. Nor was the relationship between the vehicle's "functional character" and her injuries merely incidental. The wind draft that allegedly caused her to lose control of her motorcycle resulted from the semi's weight, size, profile, and speed. A vehicle of that size and shape moving at highway speeds displaces a significant amount of air, and Robin maintains that the resulting turbulence pushed her motorcycle toward the shoulder. Unlike the gunfire in *Thornton*, the alleged cause of her injuries was a direct physical consequence of the vehicle's operation as a motor vehicle. The semi produced that effect while being operated on a public highway by power other than muscular power, as contemplated by MCL 500.3101(3)(i). The resulting wind draft was not a function of the semi's particular use to transport cargo but of its use as a motor vehicle as such.

That leaves us with a conundrum. If Robin's injuries "ar[ose] out of" the use of the semi as a motor vehicle under MCL 500.3105(1), how can the same semi not have been "involved" in the accident under MCL 500.3114? *Turner* described the "involved" standard as encompassing a

broader nexus than the "arising out of" standard,[3] yet here the supposedly broader standard appears to be the more restrictive one. I do not have a ready answer to that tension. If *Turner* and *Thornton* must be refined to better complement each other, it is for the Supreme Court to say. Under the standards as they have been articulated, I agree with the majority that the semi was not "involved" in this accident under *Turner* and therefore that defendant does not owe PIP benefits for Robin's injuries.

/s/ Matthew S. Ackerman

[3] Admittedly, *Turner* specifically analyzed "involved in the accident" as used in MCL 500.3125 and held that "the concept of being 'involved in the accident' *under § 3125* encompasses a broader causal nexus." *Turner*, 448 Mich at 39 (emphasis added). That said, I can see no principled reason to construe "involved" in § 3125 differently than in MCL 500.3114 (or, for that matter, MCL 500.3101(3)(j)). The "arising out of" and "involved in" standards appear in statutory sections dealing with both property protection insurance (like § 3125) and PIP (like §§ 3105 and 3114), and courts have consistently looked across those bodies of law for insight. Thus, *Turner*—a property protection insurance case—looked to a PIP case, *Heard v State Farm Mut Auto Ins Co*, 414 Mich 139; 324 NW2d 1 (1982), for authority in construing these terms.