STATE OF MICHIGAN

COURT OF APPEALS

MARY GROULX,

Plaintiff-Appellant,

v

FARMERS INSURANCE EXCHANGE,

Defendant-Appellee.

UNPUBLISHED
September 22, 2011

No. 299401
Genesee Circuit Court
LC No. 09-092702-CK

Before: MURPHY, C.J., and FITZGERALD and TALBOT, JJ.

PER CURIAM.

Mary Groulx challenges the trial court's grant of summary disposition in favor of Farmers Insurance Exchange ("Farmers"), resulting in the denial of no-fault benefits to Groulx. We affirm.

Groulx was camping with family members in a camper that attaches to the bed of a pickup truck insured by Farmers. Groulx testified that the truck with the attached camper was parked when she entered the camper to obtain her reading glasses. When exiting the camper, Groulx slipped and broke her foot as a result of the fall. Groulx asserts she is entitled to personal protection insurance ("PIP") benefits from Farmers.

Two statutory provisions are cited by Groulx as being relevant. The first provides that an insurer is liable for the payment of PIP benefits "for accidental bodily injury arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle. . . ."[1] The second statutory provision addresses parked vehicles and provides in relevant part:

> (1) Accidental bodily injury does not arise out of the ownership, operation, maintenance, or use of a parked vehicle as a motor vehicle unless any of the following occur:
>
> (a) The vehicle was parked in such a way as to cause unreasonable risk of the bodily injury which occurred.

[1] MCL 500.3105(1).

> (b) Except as provided in subsection (2) [dealing with worker's disability compensation], the injury was a direct result of physical contact with equipment permanently mounted on the vehicle, while the equipment was being operated or used, or property being lifted onto or lowered from the vehicle in the loading or unloading process.
>
> (c) Except as provided in subsection (2), the injury was sustained by a person while occupying, entering into, or alighting from the vehicle.[2]

Contrary to Groulx's claim, the trial court did not err in granting summary disposition in favor of Farmers as, at the outset, she cannot establish that her injury was the result of the use of a motor vehicle "as a motor vehicle."[3]

Our Supreme Court has held that "whether an injury arises out of the use of a motor vehicle 'as a motor vehicle' . . . turns on whether the injury is closely related to the transportational function of motor vehicles."[4] "While a vehicle need not be in motion at the time of an injury in order for the injury to 'arise out of the use of a motor vehicle as a motor vehicle,' the phrase 'as a motor vehicle' does require a general determination of whether the vehicle in question was being used, maintained, or operated for transportational purposes."[5] In the undisputed circumstances of this case, Groulx was alighting from the camper after retrieving her reading glasses when the injury occurred. Using the applicable test:

> [I]t is clear that the requisite nexus between the injury and the transportational function of the motor vehicle is lacking. At the time the injury occurred, the parked camper/trailer was being used as . . . accommodations. This use was too far removed from the transportational function to constitute use of the camper/trailer "as a motor vehicle" at the time of the injury. Thus, we conclude that no coverage is triggered under the no-fault act. . . .[6]

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[2] MCL 500.3106.

[3] MCL 500.3105(1).

[4] *McKenzie v Auto Club Ins Ass'n*, 458 Mich 214, 225-226; 580 NW2d 424 (1998), citing MCL 500.3105.

[5] *Drake v Citizens Ins Co*, 270 Mich App 22, 26; 715 NW2d 387 (2006), quoting *McKenzie*, 458 Mich 219.

[6] *Id.* at 226.

Consistent with this reasoning, the trial court correctly granted summary disposition in favor of Farmers.

Affirmed.

/s/ William B. Murphy
/s/ E. Thomas Fitzgerald
/s/ Michael J. Talbot