STATE OF MICHIGAN

COURT OF APPEALS

GARY L. GRIFFIN (As Next Friend of
JON R. GRIFFIN, a Minor),

Plaintiff-Appellee,

v

NO. 96649

ACIA a/k/a AUTOMOBILE CLUB INSURANCE
ASSOCIATION),

Defendant-Appellant.

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Before: M.J. Kelly, P.J., J.B. Sullivan and M.J. Shamo*, JJ.

Per Curiam

Defendant appeals by leave granted the October 22, 1986, order of the circuit court which affirmed the district court's granting of plaintiff's motion for summary disposition. We agree with the circuit court and affirm.

Plaintiff is the owner of a pick-up truck/camper. Plaintiff obtained no-fault auto insurance on this vehicle through defendant. On August 31, 1984, plaintiff's wife, Bonnie Lynn Griffin, was cleaning the inside of the camper in preparation for a Labor Day weekend trip. Mrs. Griffin was washing down the counter tops and cupboards inside the camper. Plaintiff had previously taken the camper out of storage and remounted it on top of the pick-up truck. This was the first occasion that they had attempted to use the camper since the birth of their son.

In the course of cleaning, Mrs. Griffin was using the cook-stove inside the camper to heat water for scrubbing the inside of the camper. At the same time her 13-month-old son was present inside the camper. While Bonnie had her back turned, water being heated on the stove was somehow upset and fell onto the child. Consequently, the child suffered injuries requiring medical attention.

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*Recorder's court judge, sitting on the Court of Appeals by assignment.

Subsequently, plaintiff brought suit in district court to recover no-fault personal injury benefits for the child's medical expenses. Both plaintiff and defendant brought motions for summary disposition. The district court found that the injuries sustained by the child, Jon R. Griffin, were the result of "maintenance" of a motor vehicle and granted plaintiff's motion for summary disposition. The parties had stipulated that damages were $3,284.95. That amount was incorporated into the court order and awarded to plaintiff.

Defendant appealed this order to the circuit court. In its opinion and order of October 21, 1986, the circuit court rejected defendant's attempt to separate activities in the camper unit from the rest of the vehicle, and affirmed the trial court's grant of summary disposition in favor of plaintiff.

On this appeal defendant urges that the injuries suffered, when water being heated on the stove in the pick-up truck/camper spilled onto the child, did not arise out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle within the meaning of MCL 500.3105(1); MSA 24.13105(1).

MCL 500.3105(1); MSA 24.13105(1) provides:

> "Under personal protection insurance an insurer is liable to pay benefits for accidental bodily injury arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle, subject to the provisions of this chapter."

Defendant argues that the injuries suffered by plaintiff's minor, did not arise out of the use of a motor vehicle as a motor vehicle. Defendant reasons that the motor vehicle here was not the instrumentality of the injury, but was merely the site of an injury that could have occurred anywhere where there was a stove or a pan of hot water. Likewise, defendant argues that the heating of water is not maintenance of a motor vehicle. Defendant concludes by arguing that the causal connection between use of a motor vehicle as a motor vehicle and

the accident that caused plaintiff's injuries is too tenuous to meet the requirement that the causal connection between the injury and the use of a motor vehicle as a motor vehicle be more than incidental, fortuitous or but for.

So far as defendant's claim that coverage should be denied since the accident did not involve the use of a motor vehicle as a motor vehicle, this Court has previously addressed a similar argument. In Koole v Michigan Mutual Insurance Co, 126 Mich App 483; 337 NW2d 369 (1983), plaintiff was injured when, after sleeping in his pick-up truck he awoke and struck a match which ignited gas that had escaped from the camper furnace, causing an explosion. On those facts, this Court found that plaintiff's vehicle "provided more than merely the incidental situs of an injury that could as well have occurred elsewhere. The camper furnace, an attached motor vehicle accessory, was itself the instrumentality causing the injury." Id. at 488. In Koole, the Court concluded that the normal use of a camper as a motor vehicle included the operation of a gas fueled heater or furnace. We do not find that it requires any great leap of logic to conclude here that the normal use of the camper involved here as a motor vehicle included the use of its permanently attached cook stove.

Defendant also argues that plaintiff's injuries did not arise from maintenance of a motor vehicle. We disagree.

> "This Court has adopted a broad definition of maintenance of a motor vehicle in order to advance the purposes of the no-fault act. Wagner v Michigan Mutual Liability Ins Co, 135 Mich App 767, 773; 356 NW2d 262 (1984). In Wagner, this Court concluded that the act of heating an oil pan in order to start a truck constituted maintenance. See also Hackley v State Farm Mutual Automobile Ins Co, 147 Mich App 115, 117-118; 383 NW2d 108 (1985) (inspection of engine to determine cause of staling constitutes maintenance)." Yates v Hawkeye-Security Insurance, 157 Mich App 711, 713; 403 NW2d 208 (1987).

Given the broad definition accorded maintenance, we conclude that cleaning the passenger compartment of a camper can be considered maintenance for purposes of MCL 500.3105(1); MSA 24.13105(1).

However, defendant more specifically argues that the heating of the water on the stove did not constitute maintenance. Plaintiff and Bonnie Griffin both testified at deposition that the reason for heating water was to clean the vehicle. There was no evidence to rebut this contention.

In Wagner, supra this Court made clear that an injury is compensible under the no-fault act if the injury is foreseeably identifiable with the normal maintenance of a motor vehicle; maintenance is normal if the function is normally associated with maintenance regardless if the method to accomplish this function is unorthodox Id., at 775. Here, although use of the stove to heat water to clean the vehicle, with hindsight, may have been perilous, the function of cleaning the vehicle remains maintenance. "'Normal' as used in the term 'normal maintenance' refers, however, to function, and not to method." Id., at 775. Defendant's claim that the method used to accomplish the function of cleaning is not maintenance, is therefore without merit.

Affirmed.

/s/ Michael J. Kelly
/s/ Joseph B. Sullivan
/s/ Michael J. Shamo