STATE OF MICHIGAN

COURT OF APPEALS

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

Plaintiff-Appellee,

v No. 124204

ACIA (a/k/a AUTOMOBILE CLUB INSURANCE ASSOCIATION), ON REMAND

Defendant-Appellant.

Before: Michael J. Kelly, P.J., and Sullivan and Marilyn Kelly, JJ.

PER CURIAM.

On remand, we reconsider the original decision in this case[1] in light of Winter v Automobile Club of Michigan, 433 Mich 446; ___ NW2d ___ (1989). We now reverse the original decision.

Plaintiff was the owner of a pickup truck/camper which was insured by defendant's no-fault auto insurance policy. The camper had a permanently attached cook-stove inside it which plaintiff's wife was using to heat water in order to clean the camper. Plaintiff's minor son, Jon Griffin, was in the camper while this water was being heated, and was scalded when hot water fell off the stove and on him. This Court affirmed a district court's award of personal injury benefits to plaintiff on the grounds that Jon Griffin's injuries arose out of the maintenance of the motor vehicle in question. The Supreme Court remanded this case for reconsideration in light of Winter. Griffin v ACIA, 433 Mich 906 (1989).

In Winter, supra, the Court held that, for the purpose of no-fault coverage, accidental bodily injury does not arise out of the ownership, operation, maintenance, or use of a parked motor vehicle except as specifically provided under MCL 500.3106(1); MSA 24.13106(1). At the time of Jon Griffin's injury, §3106(1) read:

> 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.
>
> (b) Except as provided in subsection (2), the injury was a direct result of physical contact with the equipment permanently mounted on the vehicle, while the equipment was being operated or used or property being lifed onto or lowered from the vehicle in the loading or unloading process.
>
> (c) Except as provided in subsection (2) for an injury sustained in the course of employment while loading, or unloading, or doing mechanical work on a vehicle, the injury was sustained by a person while occupying, entering into, or alighting from the vehicle.

None of these exceptions are applicable to plaintiff's case. The only possibly applicable exception is §3106(1)(b), which does not apply as Jon Griffin's injury was not caused by physical contact with the stove or any other equipment attached to the camper, but with hot water falling off the stove. This fact situation is analogous to the one in Winter, where plaintiff was injured by a piece of concrete slab which fell from a parked tow truck winch. Under Winter, plaintiff's no-fault insurance policy did not provide coverage for Jon Griffin's injuries. The district court's award of no-fault benefits must be reversed.

Reversed.

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

[1] Griffin v ACIA, unpublished per curiam opinion of the Court of Appeals, No. 96449, rel'd 7/7/88.