STATE OF MICHIGAN

COURT OF APPEALS

AUTO-OWNERS INSURANCE COMPANY,
COLES OF SANFORD, INC., and WILLIAM A. COLE,

Plaintiffs-Appellants,

v

CITIZENS INSURANCE COMPANY OF AMERICA,

Defendant-Appellee.

May 21, 1991
9:00 a.m.
FOR PUBLICATION

No. 124017

Before: Weaver, P.J., and MacKenzie and Gribbs, JJ.

PER CURIAM.

Auto-Owners Insurance Company brought suit as the subrogee of its insureds to recover property protection insurance benefits from defendant, Citizens Insurance Company of America. Citizens moved for summary disposition under MCR 2.116(c)(8), which the trial court granted. Auto-Owners now appeals by right. We affirm.

Daniel Wilke brought his automobile into Coles Garage for maintenance. While the mechanics were draining the vehicle's fuel line, gasoline fumes were ignited by the pilot light of a nearby hot water heater. The fire spread to the vehicle and eventually destroyed the garage. Coles Garage recovered its damages from Auto-Owners under a property insurance contract. Auto-Owners then sought to recover from defendant, who insured Wilke's vehicle under a policy of no-fault automobile insurance, on the theory that the fire arose out of the maintenance of the automobile.

The relevant section of the no-fault act, MCL 500.3121(1); MSA 24.13121(1) provides:

> Under property protection insurance an insurer is liable to pay benefits for accidental damage to tangible property arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle . . .

In a case with remarkably similar facts, this Court ruled that when a vehicle's fuel was ignited by a hot water heater pilot light, the accident did not arise out of the maintenance of the vehicle as there was no connection between the vehicle's being maintained and the source of ignition. Central Mut Ins v Walter, 143 Mich App 332; 372 NW2d 542 (1985), lv den 424 Mich 851 (1985).

Auto-Owners attempts to distinguish this case by the fact that in Walter, supra, the Court noted that the hot water heater was unrelated to the work of servicing automobiles, as its sole function was to supply hot water for the gas station bathrooms. As Auto-Owners points out, here the hot water was also used in some routine maintenance of automobiles to wash and flush automotive parts.

We do not consider this difference to be a decisive one. Although the water heater may be a tool used to furnish hot water for maintaining vehicles, in this case there was no connection between the hot water heater and the maintenance that this vehicle was undergoing.

Auto-Owners urges us to rule that there is a sufficient causal connection established between the maintenance and damage if the maintenance of a motor vehicle is one of the causes, even though there are other causes. Buckeye Union Ins v Johnson, 108 Mich App 46; 310 NW2d 268 (1981). We instead hold that there must be a close and direct connection between the maintenance the vehicle was undergoing and the source of ignition. Walter, supra.

We conclude the relationship between maintenance and damage failed to rise above the level of "incidental, fortuitous, or but for." Michigan Mut Ins v CNA Ins, 181 Mich App 376; 448 NW2d 854 (1989).

We affirm the trial court's order granting defendant summary disposition.

/s/ Elizabeth A. Weaver
/s/ Barbara B. MacKenzie
/s/ Roman S. Gribbs