STATE OF MICHIGAN

COURT OF APPEALS

DETROIT MEDICAL CENTER,

Plaintiff/Counterdefendant-Appellant,

and

FRANKIE TAYLOR,

Plaintiff,

v

TITAN INSURANCE COMPANY,

Defendant-Appellee,

and

AUTO CLUB INSURANCE ASSOCIATION,

Defendant/Counterplaintiff-Appellee.

UNPUBLISHED
October 14, 2010

No. 292657
Wayne Circuit Court
LC No. 07-715136-NF

DETROIT MEDICAL CENTER,

Plaintiff,

and

FRANKIE TAYLOR,

Plaintiff-Appellant,

v

TITAN INSURANCE COMPANY and AUTO CLUB INSURANCE ASSOCIATION,

No. 294303
Wayne Circuit Court
LC No. 07-715136-NF

Defendants-Appellees.

Before: FORT HOOD, P.J., and JANSEN and WHITBECK, JJ.

PER CURIAM.

In this consolidated appeal for personal injury protection (PIP) benefits, plaintiffs, Detroit Medical Center (DMC) and Frankie Taylor, appeal as of right from the trial court's order denying their motions for summary disposition and granting summary disposition in favor of defendants, Titan Insurance Company and Auto Club Insurance Association. We affirm.

After working out of state, Frankie Taylor returned to Michigan and purchased a vehicle in September 2006. At the time of the purchase, Taylor obtained insurance for the vehicle, but by the time of the accident, October 22, 2006, the policy was cancelled for failure to pay the premium. Taylor went out with friends for a birthday celebration. During the celebration, he consumed alcohol and smoked marijuana. Taylor slept at a hotel for approximately two hours then left to drive home. He was traveling on the freeway, and it was raining. The vehicle began to hydroplane and spin out of control. The rear of the car hit the center median wall, and the vehicle came to rest perpendicular to the median wall with the driver's side facing traffic. Taylor's vehicle blocked at least one lane of travel. Unable to start the vehicle, Taylor reached for the paperwork out of the glove box, closed the car door, and proceeded to the shoulder to call a friend for help. He estimated that he took eight to ten steps from the vehicle when he was hit and could not recall anything after that point. DMC treated Taylor for his injuries.

Sandra Gray testified that she was traveling behind a truck on her way to work. The truck suddenly moved toward the left lane and shoulder to avoid hitting Taylor and his vehicle. Gray saw Taylor leaning through the window of his vehicle, then stand up and look over his shoulder, but was unable to avoid striking Taylor. The front right side of Gray's vehicle collided with Taylor and his car.

Plaintiffs filed suit to collect no-fault benefits. Defendants asserted that recovery of benefits was precluded in light of Taylor's failure to maintain his insurance premium, resulting in the cancellation of the policy. Plaintiffs asserted that benefits were payable because Taylor's vehicle was parked at the time of the accident and Taylor's vehicle was not "involved in the accident." After reviewing the depositions and applicable case law, the trial court denied plaintiffs' motions for summary disposition and granted defendants' motions for summary disposition.

The trial court's decision regarding a motion for summary disposition is reviewed de novo on appeal. *Kuznar v Raksha Corp*, 481 Mich 169, 185; 750 NW2d 121 (2008). Questions involving statutory interpretation present questions of law subject to review de novo. *Hunter v Hunter*, 484 Mich 247, 257; 771 NW2d 694 (2009). The fundamental purpose of judicial construction of statutes is to ascertain and give effect to the intent of the Legislature. *In re Certified Questions*, 433 Mich 710, 722; 449 NW2d 669 (1989); *Amburgey v Sauder*, 238 Mich App 228, 231-232; 605 NW2d 84 (1999). Once the intention of the Legislature is discovered, it must prevail regardless of any rule of statutory construction to the contrary. *Certified Question*,

433 Mich at 722. The language of the statute expresses the legislative intent. *Dep't of Transportation v Tomkins*, 481 Mich 184, 191; 749 NW2d 716 (2008). The rules of statutory construction provide that a clear and unambiguous statute is not subject to judicial construction or interpretation. *Id*. Stated otherwise, when a statute plainly and unambiguously expresses the legislative intent, the role of the court is limited to applying the terms of the statute to the circumstances in a particular case. *Id*. Terms that are not defined must be given their plain and ordinary meanings, and it is appropriate to consult a dictionary for definitions. *Halloran v Bhan*, 470 Mich 572, 578, 683 NW2d 129 (2004). Application of the law to the facts is reviewed de novo. *Centennial Healthcare Mgt Corp v Dep't of Consumer & Industry Services*, 254 Mich App 275, 284; 657 NW2d 746 (2002).

Whether a motor vehicle was "involved in an accident" pursuant to MCL 500.3113(b) generally presents a question of law for the court. *Witt v American Family Ins Co*, 219 Mich App 602, 606; 557 NW2d 163 (1996). The owner or registrant of a motor vehicle is required to maintain security "for payment of benefits under personal protection insurance, property protection insurance, and residual liability insurance." MCL 500.3101(1). Security is only required to be in effect when the motor vehicle is driven or moved upon a highway. *Id*. A no-fault insurer is required to pay benefits for accidental bodily injury arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle. MCL 500.3105(1).

Although the goal of the no-fault system is to provide victims of motor vehicle accidents, assured, adequate and prompt payment for specific economic losses, MCL 5003113(b) evidences the "legislative policy to deny benefits to those whose uninsured vehicles are involved in accidents." *Wright v League General Ins Co*, 167 Mich App 238, 242-243; 421 NW2d 647 (1988).

The provision at issue in this case, MCL 500.3113, provides in relevant part:

> A person is not entitled to be paid personal protection insurance benefits for accidental bodily injury if at the time of the accident any of the following circumstances existed:
>
> (b) The person was the owner or registrant of a motor vehicle or motorcycle involved in the accident with respect to which the security required by section 3101 or 3103 was not in effect.

MCL 500.3113(b) does not define the term "involved." The term "involved" has been defined to mean: "intricate or complex … implicated … concerned in some affair, … committed or engaged[.]" Random House Webster's College Dictionary (2000), p 698. Additionally, case law provides that for a motor vehicle to be involved in an accident, it must actively contribute to the accident. *Wright*, 167 Mich App at 245. That is, there must be an active link in the chain of circumstances that contributes to the happening of the accident. *Id*. (citations omitted).

In *Wright*, it was undisputed that the plaintiff was driving his uninsured vehicle when it ran out of gas. The plaintiff was coasting in the roadway when a tanker was traveling behind the plaintiff's car. At a red light, the plaintiff exited his disabled vehicle and began to push it to the side street. When the light turned green, the oil tanker accelerated and struck the plaintiff's

vehicle, causing the plaintiff to be knocked to the ground. The tanker then ran over the plaintiff's leg. The issue in the case was whether the plaintiff was precluded from receiving PIP benefits because his uninsured vehicle was "involved in the accident." The trial court granted the plaintiff's motion for summary disposition and denied the defendant's motion for summary disposition. *Id*. at 240-241. On appeal, this Court reversed, concluding that the plaintiff's vehicle was an active link in the chain of circumstances that lead the tanker to drive over his leg. *Id*. at 246.

Applying the plain language of MCL 500.3113(b) and the *Wright* decision to the present case, we conclude that Taylor's vehicle was "involved in the accident." Specifically, Taylor was driving his vehicle on the freeway in rainy conditions when he lost control and struck the center median. Taylor's vehicle became disabled across the freeway lanes of traffic, and Taylor was struck as he tried to travel on foot to the shoulder. The vehicle was clearly an active link in the chain of circumstances that lead to Taylor's injuries. *Wright*, 167 Mich App at 246.

Although MCL 500.3113(b) precludes coverage for individuals who fail to maintain no-fault insurance at the time the motor vehicle was involved in an accident, there is an exception for parked vehicles, MCL 500.3106. Specifically, accidental bodily injury will not be deemed to arise out of the use of a parked motor vehicle where one of three exceptions applies. MCL 500.3106(1)(a)-(c). The rationale behind the parked vehicle exception is:

> Injuries involving parked vehicles do not normally involve the vehicle *as a motor vehicle*. Injuries involving parked vehicles typically involve the vehicle in much the same way as any other stationary object (such as a tree, sign post or boulder) would be involved. There is nothing about a parked vehicle *as a motor vehicle* that would bear on the accident. [*Miller v Auto-Owners Ins Co*, 411 Mich 633, 639; 309 NW2d 544 (1979) (emphasis in original; footnote omitted).]

Alternatively, plaintiffs contend that Taylor's vehicle was parked at the time of the accident, and therefore, he is still entitled to obtain PIP benefits. We disagree. In the first instance, we note that Taylor's vehicle was not parked across the freeway. Rather, Taylor's vehicle was first involved in a one-car accident when he lost control and struck the center median. This first accident caused the vehicle to become disabled across the freeway lanes and caused the second accident involving Gray's vehicle, resulting in Taylor's injuries.

Plaintiffs' reliance on MCL 500.3106 is without merit. In *Wright*, 167 Mich App at 243, the plaintiff's uninsured vehicle ran out of gas. The plaintiff was attempted to move the vehicle by pushing it to a side street. The plaintiff's vehicle was hit by a tanker, and the impact knocked the plaintiff to the ground where the tanker ran over the plaintiff's leg. This Court rejected the contention that the parked exception applied, concluding that the vehicle was in motion and was not akin to a stationary roadside object, such as a boulder, tree, or sign post. Similarly, in the present case, Taylor's vehicle was in motion, struck the median, and became disabled across the freeway. This factual situation demonstrates that Taylor's vehicle could not be compared to a stationary object or parked vehicle. Consequently, the trial court did not err in denying plaintiffs' motion for summary disposition and in granting summary disposition in favor of defendants.

Affirmed.

/s/ Karen M. Fort Hood
/s/ Kathleen Jansen
/s/ William C. Whitbeck