COA Opinion: Insurance provider obligated to pay conservator's fees as a reasonably necessary service for injured person's care under No-Fault Act

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In *May v. Auto Club Insurance Assocation*, No. 292649, the Michigan Court of Appeals reversed the probate court's order that apportioned only $99.00 of a conservator's fee of $6,816.70 to an insurance provider. The Court held that under the MCL 500.3107(1)(a) of the No-Fault Act, the insurance provider was obligated to pay the entire fee for the conservator's services as a reasonably necessary expense for the injured person's care, because a conservator would not have been needed but for the injuries sustained in the automobile accident.

The Court of Appeals noted that under *Heinz v. Auto Club Insurance Association*, 214 Mich. App. 195, 198, 543 NW2d 4 (1995), compensable care under MCL 500.3107(a)(a) is not restricted to medical care alone. Additionally, under *Griffith v. State Farm Mutual Auto Insurance Co.*, 472 Mich. 521, 531, 697 N.W.2d 895 (2005), whether an expense is allowable depends on whether it is casually connected to an injury arising out of an automobile accident.

In this case, the conservator was appointed for an individual who suffered a closed head injury in an automobile accident. The injury left the person unable to manage his property and financial affairs. Because the conservator would not be necessary but for the injury sustained in the automobile accident, the conservator's fee for his services was compensable under the No-Fault Act.

Furthermore, under the circumstances, the conservator's services were extraordinary professional services related to the injured person's care, rather than "ordinary" services such as cooking and cleaning. Therefore, the conservator's services were not "replacement services" within the meaning of MCL 500.3107(1)(c), and instead were compensable under MCL 500.3107(1)(a).