

STATE OF MICHIGAN
COURT OF APPEALS

EVERETT VINKLE,

SEP 20 1990

Plaintiff-Appellant,

v

No. 113706

NATIONWIDE MUTUAL FIRE INSURANCE
COMPANY, a foreign corporation,
and RICHARD WALLACE,

Defendants-Appellees.

Before: Marilyn Kelly, P.J., and Sawyer and Weaver, JJ.

PER CURIAM.

Plaintiff, Everett Vinkle, was injured while loading chimney blocks onto the trailer in which he was standing. Plaintiff's claim for personal injury protection no-fault benefits (PIP benefits) was denied by defendant Nationwide Mutual Fire Insurance Company (Nationwide), the insurer of the pickup to which the trailer was attached. Plaintiff filed suit against Nationwide and Richard Wallace, plaintiff's insurance agent. Defendants filed a motion for summary disposition, which was granted. Plaintiff now appeals. We affirm.

I

Plaintiff first contends that he is entitled to PIP benefits, arguing that his injuries arose out of the use of a motor vehicle.

Plaintiff relies on MCL 500.3105(1); MSA 24.13105(1), which 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.

The question thus becomes whether plaintiff's two-wheeled trailer is a "motor vehicle." The no-fault insurance act, MCL 500.3101(2)(e); MSA 24.13101(2)(e) defines the phrase motor vehicle as follows:

"Motor vehicle" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than 2 wheels. Motor vehicle does not include a motorcycle or a moped, as defined in section 32b of Act No. 300 of the Public Acts of 1949, being section 257.32b of the Michigan Compiled Laws. Motor vehicle does not include a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan vehicle code pursuant to section 216 of the Michigan vehicle code, Act No. 300 of the Public Acts of 1949, being section 257.216 of the Michigan Compiled Laws.

Plaintiff argues that his two-wheeled trailer fits under this definition because the phrase "a vehicle, including a trailer" means that it is the vehicle and trailer taken together that must have more than two wheels. However, the cases plaintiff cites in support of this interpretation all deal with semi-trailers that have more than two wheels. See Kelly v Inter-City Truck Lines, Inc., 121 Mich App 208; 328 NW2d 406 (1982), Jones v Tronex Chemical Corp., 129 Mich App 188; 341 NW2d 469 (1983), Citizens Ins Co of America v Roadway Express, Inc., 135 Mich App 465; 354 NW2d 385 (1984), lv den 421 Mich 857 (1985), and Parks v DAIIE, 138 Mich App 520; 350 NW2d 238 (1984), rev'd on other grounds 426 Mich 191 (1986).

Our reading of the statutory language convinces us that it merely designates a trailer as a vehicle, and specifies that if it complies with the other enumerated conditions, it attains the status of a 'motor vehicle.' Citizens Ins Co of America, supra. Here plaintiff's two-wheeled trailer is a vehicle, but it is not a motor vehicle because it does not have more than two wheels.

The trial court did not err in granting summary disposition. Ewers v Stroh Brewery Co., 178 Mich App 371; 443 NW2d 504 (1989).

II

Plaintiff next argues he is entitled to recover PIP benefits because the policy of insurance is ambiguous on its face. Plaintiff correctly asserts that in the event of any ambiguity the construction most favorable to the policyholder

will be adopted. Yahr v Garcia, 177 Mich App 705; 442 NW2d 749 (1989).

The sections to which he refers as being ambiguous are those on pages 3, 9, 10 of the policy which specify under what circumstances benefits will be paid where use of a trailer is involved. However, plaintiff has failed to make specific allegations of how these sections are ambiguous. Review of these provisions has convinced us they give rise to no ambiguity. Plaintiff has shown no error.

In his brief, plaintiff also contends that Wallace made statements which reasonably caused plaintiff to believe PIP benefits would apply to his trailer. However, plaintiff cites no authority that would make this allegation grounds for recovery. Argument must be supported by citation to appropriate authority of policy. People v Sowders, 164 Mich App 36; 417 NW2d 78 (1987). A party may not merely announce his position and leave it to this Court to discover and rationalize the basis for his claims. Mitcham v Detroit, 355 Mich 182; 94 NW2d 388 (1959).

Finding no reversible error, we affirm.

/s/ Marilyn Kelly
/s/ David H. Sawyer
/s/ Elizabeth A. Weaver