

STATE OF MICHIGAN  
COURT OF APPEALS

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ROBERT A. LABA,

Plaintiff-Appellee,

v

OHIO CASUALTY COMPANY,

Defendant-Appellant.

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UNPUBLISHED  
April 2, 1996

No. 169317  
LC No. 93-022505-CZ

Before: White, P.J., and Holbrook, Jr., and P.D. Schaefer,\* JJ.

PER CURIAM.

Defendant appeals as of right from the circuit court order granting declaratory judgment in favor of plaintiff. We reverse.

Plaintiff resided with his father, who was insured by a no-fault insurance policy issued by defendant. Plaintiff owned a motorcycle which was not listed as an insured vehicle under his father's policy. While riding the motorcycle, plaintiff was involved in an accident with a pickup truck driven by an uninsured motorist. Plaintiff brought this declaratory judgment action against his father's no-fault insurer, seeking a determination that he was entitled to first-party benefits under its uninsured motorist coverage. On cross-motions of the parties for summary disposition, the trial court granted declaratory judgment in favor of plaintiff pursuant to MCR 2.116(C)(10). We reverse.

The paramount rule of insurance contract construction is to enforce the policy in accordance with its terms. *Arco Industries Corp v American Motorists Ins Co*, 448 Mich 395, 402; 531 NW2d 168 (1995). Ambiguities cannot be created where none exist. *Id.* The mere fact that a term in an insurance contract is undefined is not conclusive evidence of an ambiguity. *Michigan Millers Mutual Ins Co v Bronson Plating Co*, 445 Mich 558, 567; 519 NW2d 864 (1994). Instead, where no definition is provided, the court must interpret the term according to its commonly used meaning, taking into account the reasonable expectations of the parties. *Id.*; *Vanguard Ins Co v Clarke*, 438 Mich 463, 472; 475 NW2d 48 (1991).

A motorcycle falls within the common definition of "motor vehicle." *Ziegler v Goodrich*, 163 Mich App 656; 415 NW2d 4 (1987); *Auto-Owners Ins Co v Ellegood*, 149 Mich App 673; 386 NW2d 640 (1986). The *Ziegler* and *Ellegood* decisions were endorsed by our Supreme Court in *Bianchi v Automobile Club of Michigan*, 437 Mich 65; 467 NW2d 17 (1991). Neither plaintiff nor his father purchased uninsured motorist coverage for plaintiff's motorcycle. Accordingly, because defendant cannot be held liable for a risk it did not assume, *Arco Industries, supra* at 402, we reverse.

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\*Circuit Court judge sitting on the Court of Appeals by assignment.

**Reversed and remanded for entry of judgment in favor of defendant.**

**/s/ Helene N. White**  
**/s/ Donald E. Holbrook, Jr.**  
**/s/ Philip D. Schaefer**