STATE OF MICHIGAN

COURT OF APPEALS

MICHAEL C. HAYES,

Plaintiff-Appellant,

v

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendant/Cross-Plaintiff-Appellee,

and

STEVEN J. HAYES,

Defendant/Cross-Defendant.

UNPUBLISHED
February 23, 2006

No. 264445
Kent Circuit Court
LC No. 04-001141-NF

Before: Bandstra, P.J., and White and Fort Hood, JJ.

PER CURIAM.

Plaintiff appeals as of right a final order granting summary disposition in favor of defendant. We affirm.

On April 12, 2002, plaintiff sustained neck injuries in an automobile collision. Plaintiff filed a claim with defendant State Farm, maintaining that he was entitled to uninsured motorist benefits and no-fault personal injury protection benefits under his parents' policy with State Farm. The trial court granted State Farm's motion for summary disposition, concluding that plaintiff was not entitled to either uninsured motorist benefits or no-fault personal injury protection benefits under his parents' policy.[1]

[1] Our review of the trial court's summary disposition decision is de novo. *In re Capuzzi Estate*, 470 Mich 399, 402; 684 NW2d 677 (2004). The construction and interpretation of an insurance policy is also reviewed de novo. *Henderson v State Farm Fire & Casualty Co*, 460 Mich 348, 353; 596 NW2d 190 (1999).

On appeal, plaintiff alleges that he is entitled to uninsured motorist benefits afforded resident relatives based on his parents' State Farm automobile insurance policy because he can establish residency in his parents' home pursuant to MCL 500.3114(1). MCL 500.3114(1) is enacted as a "no-fault" automobile provision, and states that "a personal protection insurance policy . . . applies to accidental bodily injury to the person named in the policy, the person's spouse, and a relative of either domiciled in the same household . . . ." Plaintiff then cites *Williams v State Farm Mutual Automobile Insurance Co*, 202 Mich App 491, 494-495; 509 NW2d 821 (1993), which lists factors this Court may consider to determine whether a relative is "domiciled" in the same household as the policyholder.

The crux of plaintiff's argument is that he may apply no-fault principles to interpret the uninsured motorist provision of his parents' insurance policy. However, "[u]ninsured motorist benefits are not statutorily required by the no-fault act, and the language of the insurance policy controls." *Cruz v State Farm Mut Auto Ins Co*, 241 Mich App 159, 167; 614 NW2d 689 (2000). Therefore, the contract provisions of the insurance policy, not the requirements of the no-fault act, determine State Farm's obligation, if any, to provide coverage to plaintiff. *Berry v State Farm Mut Auto Ins Co*, 219 Mich App 340, 346; 556 NW2d 207 (1996).

State Farm provides the following uninsured motor vehicle coverage to its policyholders:

> We will pay damages for bodily injury an insured is legally entitled to collect from the owner or driver of an uninsured motor vehicle. The bodily injury must be sustained by an insured and caused by accident arising out of the operation, maintenance or use of an uninsured motor vehicle.

Plaintiff argues he is covered under this policy because he is "an insured." Because the State Farm policy is in plaintiff's father's name, plaintiff is "an insured" for purposes of this policy only if he is considered a "relative." The policy defines a "relative" as a person related to the named insured "by blood, marriage or adoption who resides primarily with" the insured. Plaintiff is clearly a blood relative of his father, the named insured. Therefore, he must establish that he "resides primarily" with his parents to be eligible for insurance benefits.

The insurance policy does not define "resides primarily." Regardless, our Supreme Court noted:

> The fact that a policy does not define a relevant term does not render the policy ambiguous. Rather, reviewing courts must interpret the terms of the contract in accordance with their commonly used meanings. Indeed, we do not ascribe ambiguity to words simply because dictionary publishers are obliged to define words differently to avoid possible plagiarism. [*Henderson v State Farm Fire & Casualty Co*, 460 Mich 348, 354; 596 NW2d 190 (1999) (citations omitted).]

This Court may refer to dictionary definitions when appropriate to ascertain the precise meaning of a particular term. *Morinelli v Provident Life & Accident Ins Co*, 242 Mich App 255, 262; 617 NW2d 777 (2000). The *Random House Webster's College Dictionary* (2d ed, 1997) defines the word "reside" as "to dwell permanently or for some time; live." The adverb "primarily" is defined as "essentially; chiefly." *Id.*

Applying the facts of this case to the above cited definitions, plaintiff did not "reside primarily" at his parents' home and, therefore, is not a resident relative under the insurance policy. Though plaintiff changed his address to his parents' address in December 2001, and received mail, stored possessions, and took the occasional meal at his parents' home in the first few months of 2002, these facts do not establish that plaintiff "resided primarily" with his parents. According to the definition of "resided primarily," plaintiff would be a resident relative if he chiefly dwelled or lived with his parents, not if he used his parents' house as a storage locker and post office box.

The evidence indicates plaintiff engaged in a nomadic lifestyle in the early months of 2002. The evidence also shows that between December 2001 and April 12, 2002, plaintiff rarely slept at or conducted most of his daily activities at his parents' home. In the days immediately preceding the accident, after plaintiff moved back to the Grand Rapids area from Sault Saint Marie, he principally slept at a friend's home. Evidence that plaintiff spent one night at his parents' home and took a few meals there in the two months immediately before the accident does not establish that plaintiff resided primarily at his parents' home. Accordingly, the trial court did not err in granting defendant State Farm's motion for summary disposition.[2]

Affirmed.

/s/ Richard A. Bandstra
/s/ Helene N. White
/s/ Karen M. Fort Hood

[2] Based on this conclusion, we need not address the additional arguments raised by defendant State Farm on appeal.