STATE OF MICHIGAN

COURT OF APPEALS

NABIL FARAJ,

Plaintiff–Appellant,

v

AUTO CLUB INSURANCE ASSOCIATION,

Defendant–Appellee.

UNPUBLISHED
July 16, 1996

No. 178769
LC No. 94-412472-CK

Before: Gribbs, P.J., and Saad and J. P. Adair,* JJ.

PER CURIAM.

In this action seeking a declaration of rights pursuant to an uninsured motorist provision in an automobile insurance contract issued by defendant, plaintiff appeals as of right from the August 23, 1994, order granting summary disposition in favor of defendant. We affirm.

First, we find that the trial court did not err in granting summary disposition to defendant based on the language of the policy exclusion and exception. Where contract language is clear, the interpretation of that language is a question of law. *Gramer v Gramer*, 207 Mich App 123, 125; 523 NW2d 861 (1994). In the instant case, the policy specifically excludes bodily injury sustained by an insured person while occupying a motor vehicle furnished by his or her employer and operated in the course of his or her employment. However, the exclusion does not apply (and the subject vehicle is covered) if the vehicle is, as the policy describes, "YOUR CAR." The policy then clearly defines "YOUR CAR" as the vehicle described on the declarations certificate. Plaintiff's taxi cab is not the vehicle described on the declarations certificate. While plaintiff urges this Court to apply the individual definitions of "your" and "car" in the policy in order to possibly extend coverage to the taxi, this Court will not create ambiguities where none exist. *Cavalier Manufacturing Co v Wausau*, 211 Mich App 330, 335; ___ NW2d ___ (1995). Since in the policy exclusion the phrase "your car" is in all capitals and boldface type, just as in the definition section of the policy, this definition clearly applies to the exclusion. Summary disposition pursuant to MCR 2.116(C)(10) was, therefore, proper because plaintiff's taxi cab was excluded under the policy.

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

Second, we reject plaintiff's argument that the exclusion does not apply because the taxi cab was leased to him, and, therefore, was not "furnished" by his employer. Terms of an insurance policy are interpreted according to the definitions set forth therein; however, if no definitions are provided, terms of a policy are given a meaning in accordance with their common usage. *Cavalier, supra*, 211 Mich App 335. We disagree with plaintiff's assertion that "furnish" means to give gratuitously. Plaintiff's employer's leasing of the taxi cab to plaintiff comes within the common understanding of the term "to furnish."

Next, we decline to address plaintiff's argument that the arbitration agreement in this case was the equivalent of a stipulation of coverage under the uninsured motorist policy. The issue was never raised prior to appeal and is, therefore, not preserved for appellate review. *Booth Newspapers, Inc v University of Michigan Bd of Regents*, 444 Mich 211, 234; 507 NW2d 422 (1993).

Finally, we find no merit in plaintiff's argument that the trial court improperly applied the Fireman's Rule to this case. Although defendant made reference to the rule during oral arguments on the motion for summary disposition, we fail to see how the rule is applicable in this case. There is no indication in the record that the trial court considered the Fireman's Rule in deciding that plaintiff was not entitled to coverage.

Affirmed.

/s/ Roman S. Gribbs
/s/ Henry William Saad
/s/ James P. Adair