

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

HARTFORD INSURANCE COMPANY OF THE MID-WEST,	:	CIVIL ACTION
Plaintiff,	:	
	:	
v.	:	
	:	
ROBERT DOERR,	:	
	:	NO. 99-3129
	:	
Defendant.	:	

Brody, J. January 17, 2001

MEMORANDUM AND ORDER

In this action, plaintiff Hartford Insurance Company (“Hartford”) seeks a declaratory judgement that a rejection of uninsured motorist coverage form executed by its policyholder is valid, enforceable, and conforms to the requirements of the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa.C.S.A. §1701 *et. seq.* (“MVFRL”). On January 20, 2000, I stayed this action pending resolution of *Winslow-Quattlebaum v. Maryland Insurance Group*, 752 A.2d 878 (Pa. 2000), in which the Pennsylvania Supreme Court examined the validity of a similar rejection form signed by the policyholder.¹ *Winslow-Quattlebaum* was decided on June

¹ There is one immaterial difference between the rejection form in this case and the rejection form in *Winslow-Quattlebaum*. The rejection form in *Winslow-Quattlebaum* pertains to underinsured motorist coverage; the rejection form in this case pertains to uninsured motorist

20, 2000. On July 28, 2000, I vacated the stay. Now before me is Hartford's motion for summary judgment.

FACTUAL BACKGROUND

This action arises out of a two-car automobile accident that occurred on June 9, 1998. The defendant Robert Doerr alleges that he was injured in this accident as a result of the negligence of an uninsured driver. He now seeks uninsured motorist coverage.

At the time of the accident, Robert Doerr was named the insured under a motor vehicle insurance policy issued by Hartford. The policy provides for bodily injury limits of \$100,000 per person. According to the "declarations" page of the policy agreement, the policy provides no uninsured motorist coverage. *See* Ex. B attached to the Plaintiff's Reply Brief. A rejection of uninsured motorist coverage form was signed by Florence Doerr, also a named insured under the defendant's policy.

The defendant sought arbitration of his claim for uninsured motorist coverage. The Defendant asserted that the insurance policy should be reformed to provide uninsured motorist coverage with limits of \$100,000 per person, because the rejection form is void under the MVFRL. In response, Hartford filed this action seeking declaratory judgement that the rejection form is valid. Hartford seeks a determination that the defendant's insurance policy provides no uninsured motorist coverage and that the plaintiff owes no coverage or obligation to pay benefits in respect of the defendant's claim for uninsured motorist benefits.

coverage. In all other respects, the forms are the same.

LEGAL STANDARD

Summary judgment may be granted “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Fed. R. Civ. P. 56(c). The role of the trial court is to determine whether there are material factual issues that merit a trial. See Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-48 (1986). In making that determination, the court must give the nonmoving party the benefit of all reasonable inferences that might be drawn from the underlying facts. See Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986); Sempier v. Johnson and Higgins, 45 F.3d 724, 727 (3d Cir. 1995) (en banc). Summary judgment is appropriate if the court finds that the record “could not lead a rational trier of fact to find for the nonmoving party, [and] there is no ‘genuine issue for trial.’” Matsushita 475 U.S. at 587 (citation omitted).

DISCUSSION

In *Winslow-Quattlebaum*, the Pennsylvania Supreme Court examined the validity of a signed rejection of underinsured motorist coverage form that is similar to the form at issue in this case. On June 20, 2000, the Pennsylvania Supreme Court held that this form does not violate the legislative mandate of the MVFR. Under the Pennsylvania Supreme Court’s interpretation of the MVFR, this form is valid and enforceable. In light of *Winslow-Quattlebaum*, Hartford asserts that it is entitled to judgement as a matter of law.²

² In its brief in support of summary judgement, Hartford also challenges the defendant’s contention that this court lacks jurisdiction over this declaratory matter because of the arbitration clause in the policy agreement. This argument was raised by the defendant in a motion to

The defendant agrees with the plaintiff's statement of the controlling law. The Pennsylvania Supreme Court's opinion in *Winslow-Quattlebaum* controls the legal issue in this case. The rejection form signed by Florence Doerr is valid under the law.

The defendant asserts that there remains a material dispute of fact as to "how the defendant came to be obligated by" the signed rejection of underinsured motorist coverage. Defendant's Brief p.1. Exhibit A attached to the defendant's response is a "Quotation/Application" form in Robert and Florence Doerr's names. The defendant points out that underinsured motorist coverage is marked with an "X" on this form, which indicates that it has been selected. The form instructs the applicant that he/she may make any desired changes by crossing out an "X", marking the new choice, and initialing the change. There are no such changes made to this form and the waiver of underinsured motorist coverage form is not attached to the Quotation/Application. The defendant argues, therefore, that there is a factual issue as to how he came to be obligated by the rejection form.

I find that the defendant's analysis is not reasonable in light of all of the evidence presented. The defendant does not dispute that, as the co-insured under the policy, Florence Doerr executed the rejection form on his behalf. Instead he argues that, based on the Quotation/Application form, he applied for underinsured motorist coverage. Tracing the

dismiss before the stay of proceedings. The motion to dismiss was denied as moot. The defendant did not raise this argument again and did not address it in his response to summary judgement. Defendant's summary judgement response concedes that plaintiff is correct on the controlling law. Therefore, the jurisdictional issue is no longer in dispute. Moreover, it is axiomatic that declaratory relief to resolve disputes concerning the validity of policy provisions is appropriate irrespective of the existence or non-existence of an arbitration clause. *See, e.g., Erie Ins. Exch. v. Danielson*, 621 A.2d 656, 658 (1993); *Azpell v. Old Republic Ins. Co.*, 584 A.2d 950 (1991).

documents in this case by date of execution, however, it appears that the Quotation/Application form does not represent a final statement of the policy agreement.

The Quotation/Application form requests that it be returned by August 13, 1997. The rejection of underinsured motorist coverage was signed on August 12, 1997. On August 12, 1997, the defendant (by and through Florence Doerr) also signed forms rejecting underinsured motorist benefits, selecting the limited tort option, and a form recognizing “other premium reduction options”. *See* Exhibit A attached to Plaintiff’s Reply Brief. It appears that these forms, including the rejection of underinsured motorist coverage, were executed in response to the Quotation/Application. The Declarations form, which indicates that it is the final statement of the policy agreement, does not list underinsured motorist coverage. The Declarations form lists a premium of \$979.00, which is reduced from the premium of \$1,426.00 listed on the Quotation/Application form. The only reasonable conclusion is that the reduction in the premium reflects the defendant’s rejection of specified coverage, including underinsured motorist coverage. Thus, there remains no material dispute of fact as to whether the defendant is entitled to underinsured motorist coverage under the policy.

Summary judgement for the plaintiff will be granted. An appropriate order follows.

ORDER

AND NOW, this day of January, 2001, it is **ORDERED** that defendant's motion for summary judgement is **GRANTED**.

ANITA B. BRODY, J.

Copies **FAXED** on _____ to:

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