

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

DANIEL LEE : CIVIL ACTION
: :
v. : :
: :
PROGRESSIVE CASUALTY : :
INSURANCE COMPANY : NO. 06-03346-JF

MEMORANDUM AND ORDER

Fullam, Sr. J.

February 21, 2007

Cross-motions for summary judgment in this insurance coverage dispute. Pennsylvania's Motor Vehicle Financial Responsibility Act (MVFRA), 75 Pa. C.S.A. § 1701 et seq., provides that automobile liability insurance policies covering Pennsylvania vehicles must provide uninsured and underinsured motorist protection (UM/UA/UIM) in amounts equal to the bodily injury liability coverages, unless the policyholder either rejects such coverage in writing, or requests lesser amounts of such coverage, in writing. The insurance policy involved in the present case limits UM and UIM coverage to \$15,000 per person, \$30,000 per accident. Plaintiff contends that he is entitled to coverage equal to the bodily injury coverage, namely \$100,000 per person, \$300,000 per accident. Plaintiff bases this contention upon the fact that, although the policyholder undoubtedly signed a writing in which she acknowledged awareness of the availability of the higher coverages, and specifically requested lower amounts of coverage, her request for lower coverages did not specify the

lower amounts being requested. (The lower amounts did, of course, appear on the coverages portion of her application.)

I conclude that plaintiff cannot prevail. The governing statute plainly provides that all that is required to authorize lesser amounts of UM/UIM coverage is a writing to that effect, signed by the policyholder. 75 Pa. C.S.A. § 1734. The fact that the coverage requested appears on a different page of the application is of no moment.

The law on this subject is carefully set forth in the scholarly opinion of Magistrate Judge Strawbridge in State Farm Mut. Auto Ins. Co. v. Hughes, 438 F. Supp. 2d 526 (E.D. Pa. 2006), and no further elaboration is required. Defendant's motion for summary judgment will be granted, and plaintiff's denied.

An Order follows.

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AND NOW, this 21st day of February 2007, upon
consideration of the cross-motions for summary judgment, IT IS
ORDERED:

1. Plaintiff's motion for summary judgment is DENIED.
2. Defendants' motion for summary judgment is GRANTED. Judgment is entered in favor of the defendant, Progressive Casualty Insurance Company.
3. The Clerk is directed to close the file.

BY THE COURT:

/s/ John P. Fullam
John P. Fullam, Sr. J.