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Topic: Stacking of Commercial Fleet Policies

Everhart v. PMA Insurance Group

938 A.2d 301, 2007 Pa. LEXIS 2881 (2007)

Date of Decision: December 27, 2007

In *Everhart*, Robert D. Everhart, president and CEO of Russell Standard, died in an automobile accident. Everhart was in a company car at the time. After exhausting the tortfeasor's coverage, Everhart sought UIM coverage from the PMA Insurance Group. The company had a fleet of 323 vehicles, including 33 passenger vehicles. The UM/UIM coverage was only \$35,000, despite a \$1 million liability limit. PMA did not normally offer stacked UM/UIM coverage to commercial insureds, and there was no waiver of such coverage made by Russell Standard. The trial court granted summary judgment to PMA, finding no stacking of UIM coverage. The Superior Court affirmed the decision of the trial court on the grounds that, absent agreement otherwise, coverages under a fleet policy cannot be stacked.

The Supreme Court found that the MVFRL was silent on whether fleet policy coverages are stacked. However, it found that the statute does suggest a legislative intent to exclude fleet policies, as the language required for waiver of stacking refers to the insured "and members of my household." Stacking of fleet policies seems to contravene the cost-containment purpose of the MVFRL. Further, stacking of fleet policies would be inconsistent with the reasonable intent of the contracting parties.

Accordingly, the Supreme Court found that the MVFRL does not provide for stacking of UM/UIM coverage for commercial fleet policies.