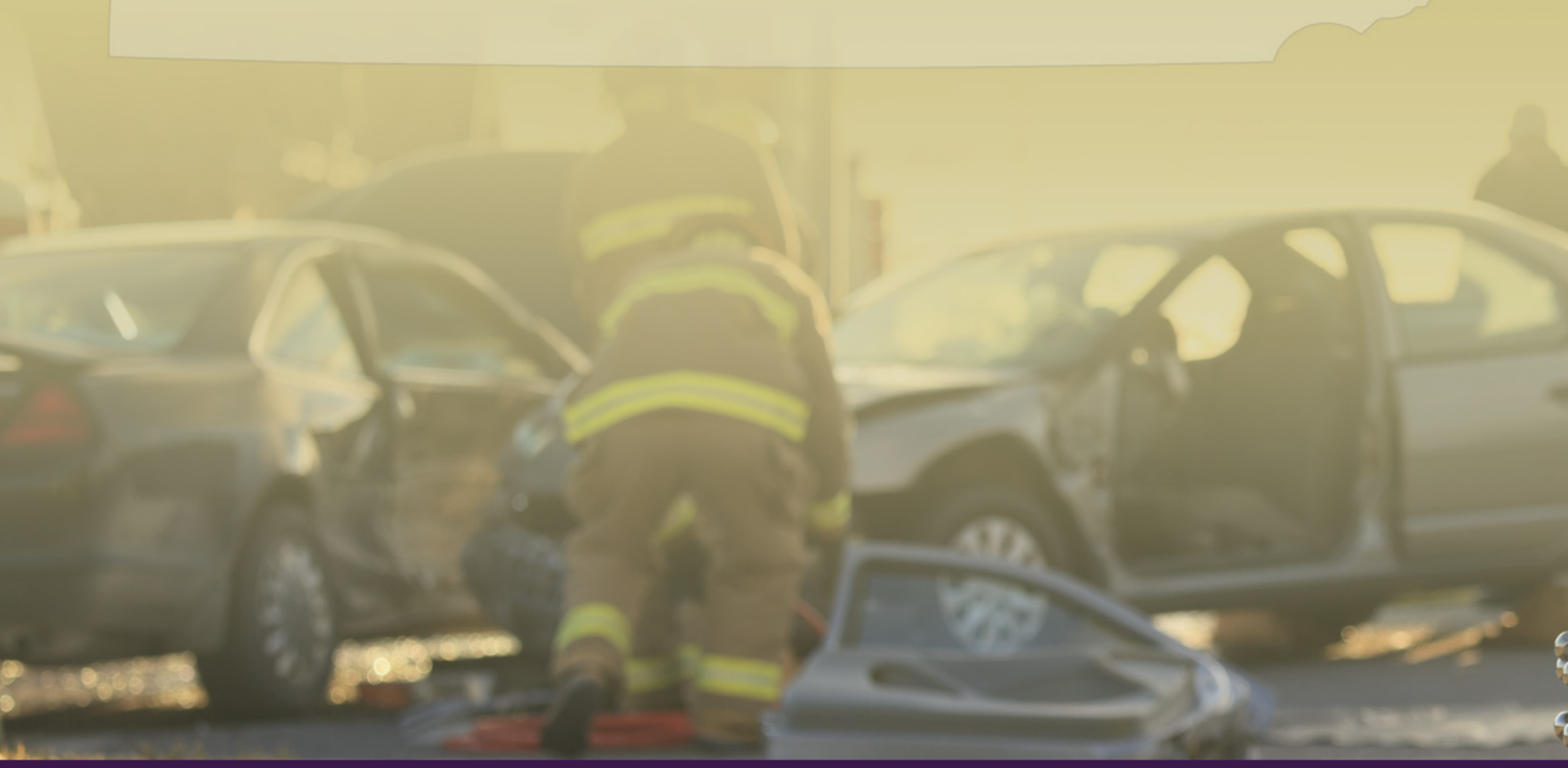
Rieders, Travis, Humphrey, Waters & Dohrmann - 161 West Third St. - Williamsport, PA. 17701

Financial Responsibility Law Issues In Pennsylvania

by Clifford A. Rieders, Esquire



Rieders, Travis, Humphrey, Waters & Dohrmann
ATTORNEYS AT LAW

www.riederstravis.com

Financial Responsibility Law Issues In Pennsylvania

Updated May 12, 2022

by Clifford A. Rieders, Esquire
Rieders, Travis, Dohrmann,
Mowrey, Humphrey & Waters
161 West Third Street
Williamsport, PA. 17701
P: 570-323-8711
F: 570-567-1025
crieders@riederstravis.com
www.riederstravis.com

Copyright 2014 Clifford A. Rieders

Financial Responsibility Law Issues - Table of Contents

A. Procedure in Obtaining Insurance Under the Financial Responsibility Law..... 1

B. Full Tort Election..... 2

C. Limited Tort Option 2

1. Premium Reduction 2
2. Tort Election 2
   2.1 Children of Owners 3
   2.2 Resident Girlfriend's Limited Tort Election..... 3
   2.3 Fiancé's Selection of Limited Tort..... 3
3. Right to Sue..... 4
4. Serious Injury..... 4
   4.1 Negligent Infliction of Emotional Distress..... 4
5. Impairment of Body Function..... 4
   5.1 Michigan Law..... 5
   5.2 Back Pain 5
   5.3 Summary Judgment..... 5
   5.4 Inability to Sleep 6
   5.5 Concussion..... 6
   5.6 Extent and Length of Impairment/Disfigurement..... 6
6. Pedestrians..... 7
7. Jury Information..... 7
8. Summary Judgment 7
9. Statute of Limitations 7

D. Statutory Exceptions which Allow Lawsuits for Non-Economic Losses Even if the Tort Remedy is Elected 8

1. Exceptions..... 8
2. Occupant of "Other" Vehicle 8
   2.1 Admission of Causation 8
   2.2 Satisfaction of Limited Tort Threshold 8
3. Economic Losses 9
   3.1 Economic Tradeoff 9
   3.2 Molding the Verdict..... 9
4. Statute of Limitations 9
   4.1 Two Years 9
   4.2 Evidentiary Hearing 10
5. Multiple Policies..... 10
   5.1 Passengers..... 10
6. Limited Tort with Respect to Tortfeasors as Opposed to UM/UIM..... 10

E. Financial Responsibility Law - First Party Benefits 10

1. Change in mandatory first-party benefits 10
2. First-party benefits as “no-fault” 10
3. Minimum policy 10
4. Medical benefits 10
   4.1 Income Loss Benefits 11
   4.2 Eligibility to Receive income Loss Benefits 11
   4.3 Amount of Coverage 11
   4.4 Chiropractors 11
   4.5 PTSD 11
5. Optional benefits 12
6. Adequate coverage 12
7. Provider Remedy 12
8. Statute of Limitations 13
   8.1 Accrual 13
   8.2 Choice of Law 13
   8.3 Date of Collision 13
   8.4 Pedestrians 13
9. Insurer’s Payment 14
   9.1 Admission 14
10. Who is entitled to First Party Benefits? 14
   10.1 Registered Uninsured Vehicle 14
   10.2 Vehicle Registered in Another State 14
   10.3 Foster Child 14
   10.4 Definition of Insured 14
   10.5 Minor Passenger 14
11. First party benefits under ACP (Assigned Claims Plan) 15
   11.1 Uninsured Occupants of an Illegally Uninsured Motor Vehicle 15
   11.2 Occupant 15
12. Lack of Counsel 15
13. Peer Review/Independent Medical Exam 15
   13.1 Insured’s Standing 15
   13.2 Attorney’s Fees 15
      13.2.1 Submission to Peer Review Organization 15
      13.2.2 Invocation of Peer Review 16
   13.3 Independent Medical Exam 17
14. Release 17
15. Cost Containment – Section 1797(a) 17
   15.1 Allowances Under Medicare 17
   15.2 Medicare Reimbursement 18

F. Pleading and Proving Benefits – Tort Damages 18

1. Pleading and Proving Benefits 18
2. Workers’ Compensation Lien Waived 18

3. Sick Pay Benefits 19
4. Appeals to Court – Retroactivity 19
5. Workers' Compensation 19
6. Conflicts of Law 19
6.1 Choice of Law/Delay Damages 19
6.2 Delay Damages – UM Coverage 19
7. Uninsured Plaintiffs 19

G. Uninsured/Underinsured Motorists' Coverage 19

1. What is UM/UIM coverage? 19
1.1 No Insurance 19
1.1.1 Notice 20
1.2 Insufficient Coverage 20
1.3 Optional 20
1.4 Equal In Limits 20
1.5 Preferred Coverage 20
1.6 Logic 20
2. Application of Tort Option to UM/UIM Claim 21
3. Waiver, Write-Down, Rejection, Stacking 21
3.1 Forms, Signing 21
3.1.1 Alteration of Form 21
3.1.2 Clarification of Title 24
3.1.3 Voiding the Form 24
3.1.4 Change in Policy Limits 24
3.1.4.1 Removal of a Vehicle from a Multi-Vehicle Policy 24
3.1.4.2 Denial of Summary Judgment 25
3.1.4.3 New Policy 25
3.1.5 Same Sheet of Paper 25
3.1.6 Stacking - Same Sheet of Paper 25
3.1.6.1 Stacking – Application of *Sackett* 26
3.1.6.2 What Constitutes "Purchase" of Coverage? 26
3.1.7 Increase in Liability Coverage 27
3.1.8 § 1734 Requests 27
3.1.9 Remedy for Violation of § 1791 29
3.1.10 Authorization for Reduction in Coverage Limits 30
3.1.11 Opportunity to Waive Limits 30
3.1.12 Validity of Waiver After Addition of Vehicles 33
3.1.13 Informal Waiver 35
3.1.14 Employer Waiver 35
3.1.15 Umbrella/Excess Coverage 35
3.1.16 Electronic signature 36
3.2 First Named Insured 36
3.2.1 Wife 36
3.2.2 Widower 36
3.2.3 Husband 37

3.3 Entities and Companies 37
3.3.1 Fleet Policies 37
3.3.2 Corporation Waiver 37
3.3.3 Exclusion of Employees 37
3.4 Passengers 38
3.4.1 Passenger 38
3.4.2 Guest Passenger 38
3.5 Inter-Policy Stacking 38
3.5.1 Waiver 38
3.6 Binders 40
3.6.1 Retroactive 40
3.7 Coverage 40
3.7.1 Insured Collects from Negligent Driver 40
3.7.2 Named Insureds' Request for Reduction in Liability Coverage .. 40
3.7.3 Other Insurance Clause 40
3.8 Uninsured Motor Vehicle – Report to Police and Insurance Company. 42
3.8.1 Phantom Vehicle 42
3.8.2 Definition of "Uninsured Motor Vehicle" 41
3.8.3 Single Vehicle Accident 41
3.8.4 Pleading 41
3.9 Underinsurance Motorist Coverage- Out of State-Third Party Beneficiaries 41
4. Exclusions 42
4.1 Regularly used 42
4.1.1 Police Officer 42
4.1.2 Taxi Driver 44
4.1.3 Minors 44
4.1.4 Postal Service 44
4.1.5 Using a Business Car 44
4.1.6 Bus Driver 45
4.1.7 Commuting 45
4.1.8 Motorcycles 45
4.1.9 Trucks 46
4.2 Use for Hire 47
4.2.1 Receipt of a Fee 47
4.2.2 Pizza Delivery 47
4.2.3 Taxi 47
4.3 Dual Recovery 47
4.3.1 Public Policy 47
4.3.2 Multiple Tortfeasors 48
4.4 Household Vehicle Exclusion 48
4.4.1 All-terrain vehicle 48
4.4.2 Public policy 48
4.4.3 Decedent's estate 49
4.4.4 Inter-Policy Stacking 49
4.4.5 Stacking With Parents' Policy 52

4.4.6 Driver Living with Sister 53
4.5 Motorcycles 53
4.5.1 Occupants of Motorcycles 53
4.5.2 Covered Car – Motorcycle Exclusion 53
4.5.3 Application of Household Exclusion 53
4.5.4 No Application of Household Exclusion 53
4.5.5 No Application of Household Exclusion for Motorcyclist who Also had Stacking on Motor Vehicles 53
4.5.5.1 *De Facto* Waiver 54
4.5.5.2 Two Separate Insurance Companies 54
4.5.5.3 Different Carriers 56
4.5.6 Retroactivity of Gallagher 58
4.5.7 Injured Party Not a Named Insured 58

4.6 Government Vehicles 58
4.7 Named Driver 59
4.7.1 Children's Claims 59
4.7.1.1 Listed Driver 59
4.7.2 Named driver Exclusion 59
4.7.3 Unlisted Resident Driver Exclusion 59
4.8 Punitive Damages 60
4.9 Collision with Off-Road Vehicles 60
4.10 Workers' Compensation Recipients 60
4.10.1 Public Policy 60
4.10.2 Entitlement to Recovery 61
4.11 Causation 61
4.11.1 Bridge Collapse 61
4.11.2 Utility Pole 61
4.12 Intentional Misconduct 62
5. Statute of Limitations 62
5.1 Federal Court 62
5.2 State Court 62
6. Effect of Payment by Insurer 63
7. Sovereign Immunity 63
7.1 Uninsured Motorist Benefits – Vehicle in Motion 63
7.2 Uninsured Motorist Benefits – Vehicle Not in Operation 63
8. Self-Insured Entities 64
8.1 Self-Insured Benefits 64
8.2 Self-Insured Rental Agencies 64
9. Arbitration 64
9.1 Right to Arbitration 64
9.2 Application of State Law 64
9.3 Pre-Award Interest 64
9.4 Impartiality 64
9.4.1 Waiver of Prejudice Issue 64
9.5 Family Vehicle Exclusion 65

9.6 Challenges to Arbitration Awards 65
9.7 Escape from Moving Vehicle 65
9.8 Degree of Negligence 65
9.9 Required Mandatory Arbitration 65
9.10 Scope of Arbitration 65
9.11 Exhaustion Clauses 66
9.12 Contrary to Law Standard 66
9.13 Arbitration in Violation of Statute 66
9.14 Collateral Estoppel 66
9.14.1 Failure to Appeal 66
9.14.2 Privity 66
9.15 Molding of Verdict 67
9.16 Venue 67
10. Consent to Settle 67
10.1 Settlement Without Insurer's Consent 67
10.2 Public Policy 67
10.3 Priority of Coverage 67
10.4 Release of Tortfeasor 68
11. Aggregate Claims 68
11.1 Aggregation 68
12. Intentional Act 68
12.1 Workers' Compensation Benefits 68
13. Set-Off 68
13.1 Set-off Reducing UIM Benefits Under Same Policy of Insurance 68
13.2 Class II Insured 69
13.3 Set-off as a Result of Prior UIM Payment 69
13.4 Group Plan and Personal Disability Policies Set-off 69
13.5 Credit 70
13.6 Limit of Liability Clause 70
14. Bad Faith 70
14.1 Severance of Claims 70
14.2 Processing of UIM Claims 70
15. Forum Selection Clause/Federal Jurisdiction 71
15.1 Forum Selection Clause 71
15.2 Federal Jurisdiction 71
15.3 Declaratory Judgment 71

H. Subrogation/Reimbursement 71

1. State Law 71
1.1 Workers' Compensation Benefits 71
1.1.1 Subrogation from UIM Coverage – Superior Court 72
1.1.2 Subrogation from UIM Coverage – Commonwealth Court 72
1.2 Subrogation for HLA Benefits – Federal Court 72
1.3 Subrogation for HLA Benefits – State Court 72
1.4 Driving Customer's Car 76

1.5 Late Notice of Subrogation 76
1.6 Maintenance or Use of Motor Vehicle 76
1.7 Settlement Concerning Medical Benefits, Motorcycles 76
1.8 Molded Verdict 77
1.9 Collision Coverage 77
1.10 Group Policy 77
1.11 Insurance Company Suit in the Name of the Injured Party 78
1.12 Intervention 78

2. Federal Law 79

2.1 Preemption 79
2.2 Stop Loss Insurance 79
2.3 State Laws are Preempted by ERISA 79
2.4 ERISA Plans 79
2.4.1 Pennsylvania Wrongful Death Act 79
2.5 HMO's 80
2.6 Equitable Reimbursement 80
2.7 Reimbursement Language 80
2.8 Pleading and Proving Damages 81
2.9 DPW 81
2.10 Medicare Reimbursement 81

3. State Plan Switching from ERISA to State 81

3.1 PEBTF 81

I. Who is Covered 82

1. Insured 82
1.1 Resident Relative 82
1.2 Custodial Parent 82
1.2.1 Foster Child 82
1.3 Resident Relative Using Insured's Car 83
1.4 Partnership 83
1.5 Directing a Vehicle's Use 83
1.6 Family Member not Occupying Covered Vehicle 83
1.7 Temporary Substitute Vehicle 83
1.8 Workers' Compensation Finding 83
1.9 Appointment of Counsel 84
1.10 Permissive Use 84
1.11 Unlisted Resident Driver Exclusion 84
2. Occupying a Vehicle 85
2.1 Factors to be Considered 85
2.2 Runway Compaction Study 85
2.3 Exiting Vehicle 85

2.4 Loading Brush 85
2.5 Lying on the Roadway 85
2.6 Gunshot Related Injuries 86
3. Types of Vehicles 86
3.1 Minor Passenger on Snowmobile 86
3.2 Opportunity to Purchase UIM Coverage 86
4. Ownership, Maintenance or use of an Automobile 86
4.1 Falling Box 86
4.2 Bystander Injury 86

J. Malicious Prosecution 87

1. National Crime Insurance Bureau 87
2. Frivolous Action 87

K. Coverage 87

1. Excess Umbrella Policies 87
2. Reimbursement of Expenses 87
3. Reservation of Rights, Timeliness 87
4. Homeowners 88
5. Non-Owned Vehicle 88
6. Unenforceable Exclusion 88
7. Resident Relative 89
8. Borrowed Vehicle 89

L. Vicarious Liability 89

1. Broker/Insurance Company 89
2. Suspension of License for Nonpayment of Judgment 90

M. Cancellation, Termination or Refusal to Write Coverage 90

1. Refusal to Write 90

N. Joinder of Claim 90

1. Joinder of Tort Claim With Coverage Issue 90
1.1 Scope of Employment 90
1.2 Identification of Insurance Carrier 90
1.3 Evidence of Underinsurance 91
2. Venue 91

O. Collision Coverage 91

P. Tort Issues 91

1. Jurisdiction……...91
2. The Rescue Doctrine – Superseding Cause……..92
3. Choice of Ways……...92
4. Sudden Emergency/Unexpected Medical Emergency……92
4.1 Loss of Consciousness……..92
4.2 Pedestrian With Right-of-Way……..92
5. Workers' Compensation Immunity……...94
6. Impeachment of Experts and Evidence of First Party Payments……94
7. Discovery – Right-to-Know Law……...94
8. Collateral Source Rule……...95
9. Damages……..95
9.1 Cost Containment – Reduction of Damages……..95
10. Exhaustion/Pursuing Tort and Underinsurance Case Simultaneously…..95
11. Fair Share Act……95
12. Venue……...98
12.1 UIM Coverage, Forum Selection Requirement……98
12.2 Choice of Law Provision……...98

Q. Bad Faith……100

1. Collision Coverage……100
2. Fleet Coverage……...100
3. Insurance Coverage for Punitive Damages……..……102
4. Severance……..……102
5. Pleading……..……102

R. Unfair Trade Practices and Consumer Protection Law……..…102

S. Umbrella Policies……..……103

1. Exclusion for Vehicles……..……103

FORMS

1. Standard Letter to Insured's Carrier……99
2. Standard Letter to Tortfeasor's Carrier…...……..101
3. Personal Injury Checklist.……102

TABLE OF CASES and STATUTES

Cases

AAA Mid-Atlantic Insurance Company v. Ryan, 84 A.3d 626 (Pa. 2014) 70
Adamitis v. Erie Insurance Exchange, 54 A.3d 371 (Pa. Super. 2012) 45
Aetna Cas. & Sur. Co. v. Ericksen, 903 F.Supp. 836, 841 (M.D. Pa. 1995) 104
Albert v. Erie Insurance Exchange, 65 A.3d 923 (Pa. Super. 2013)..... 88
Alderson v. Nationwide Mut. Ins. Co, 884 A.2d 288 (Pa. Super 2005)..... 49
Alisha L. Ford v. American States Insurance Company, 2017 Pa. LEXIS 444 (S. Ct. February 22, 2017) Baer, J. 23
Allstate Fire & Casualty Insurance Co. v. Hymes, 29 A.3d 1169 (Pa. Super. 2011) 54
Allstate Ins. Co. v. Leiter, 306 F. Supp.2d. 488 (M.D.Pa 2004)..... 48
Allstate Ins. Co. v. Seelye, 846 A.2d 1286 (Pa. Super. 2004) 21
Allstate Insurance Company v. DeMichele, 888 A.2d 834 (Pa. Super. 2005) 29
Allstate Property & Casualty Insurance Co. vs. Squires, 667 F.3d 388 (3rd Cir. 2012).. 87
American Independent Insurance Co. v. E.S. Ex Rel. Crespo, 809 A.2d 388 (Pa. Super. 2002) 85
American Intern. Ins. Co. v. Vaxmonsky, 916 A.2d 1106 (Pa.Super. 2006)..... 24
American Red Cross v. Workers' Compensation Appeal Board, 766 A.2d 328 (Pa. Cmwlth. 2001) 73
American States Ins. v. Estate of Braheem, 918 A.2d 750 (Pa.Super 2007) 77
Amica Mut. Ins. Co. v. Das, 2021 U.S. Dist LEXIS 61619 (E.D. Pa. March 30, 2021) (Jones, II, J.)..... 90
Amica Mutual Insurance Company v. Fogel, 656 F.3d 167 (3d Cir. 2011)..... 19
Ascher v. Pennsylvania Ins. Guar. Ass'n, 722 A.2d 1078 (Pa. Super. 1998) 15
Baker v. AC&S, 562 Pa. 290, 755 A.2d 664, 669 (Pa. 2000) 98
Barnard v. Travelers Home and Marine Insurance Company, 2019 Pa. LEXIS 5449 (Pa. S.Ct. September 26, 2019)..... 24
Barnard v. Travelers Home and Marine Insurance Company, No. 17-00290 (E.D.Pa. February 5, 2018) McHugh, J. 26
Barnes v. Keller, 62 A.3d 382 (Pa. Super. 2012) 87
Barnhart v. Travelers Home & Marine Insurance Company, 2019 U.S. Dist. LEXIS 186232 (W.D. Pa. October 28, 2019) Horan, J. 45, 56
Been, 751 A.2d at 240-41 36
Belser v. Rockwood Cas. Ins. Co., 791 A.2d 1216 (Pa. Super. 2002) 84
Bennett v. Mucci, 901 A.2d 1038 (Pa. Super 2006) 8
Berg v. Nationwide Mutual Insurance Company, Inc., 44 A.3d 1164 (Pa. Super. 2012) 101
Bill Gray Enterprises, Inc. Emp. H & W v. Gourley, 248 F.3d 206 (3rd Cir. 2001)..... 80
Blood v. Old Guard Insurance Company, 934 A.2d 1218 (Pa. 2007)..... 28, 40
Blue Cross v. Platt, 3 Pa. D.&C.4th 561, *aff'd.* 576 A.2d 1129 (Pa. Super. 1990)..... 78
Bole v. Erie Insurance Exchange, 967 A.2d 1017 (Pa. Super. 2009)..... 62, 93
Bowersox v. Progressive Cas. Ins. Co., 781 A.2d 1236 (Pa. Super. 2001)..... 69
Bradley v. General Acc. Ins. Co., 778 A.2d 707 (Pa. Super. 2001)..... 88
Brakeman v. Potomac Insurance Company, 472 Pa. 66, 371 A.2d 193 (1977) 40

Brink vs. Erie Insurance Group, 940 A.2d 528 (Pa. Super. 2008) 42
Brooks v. Colton, 760 A.2d 393 (Pa. Super. 2000) 2
Brosovic v. Nationwide Mutual Ins. Co., 841 A.2d 1071 (Pa. Super. 2004)..... 47
Brown v. Rosenberger, 723 A.2d 745 (Pa. Cmwlth. 1999)..... 74
Brown v. Trinidad, 111 A.3d 765 (Pa. Super. 2015)..... 5
Brush Wellman, Inc. v Montes, 295 F.Supp. 2d 785 (N.D. Ohio 2003). 81
Bryant v. Reddy, 793 A.2d 926 (Pa. Super. 2002) 14
Bubonovich v. State Farm Mutual Automobile Ins. Co., 2021 U.S. Dist. LEXIS 41027 (W.D. Pa. March 4, 2021) 39
Bumbarger v. Peerless Indemnity Insurance Company, 93 A.3d 872 (Pa. Super. 2014) 31, 32, 33, 34
Burdick vs. Erie Insurance Group, 946 A.2d 1106 (Pa. Super. 2008) 61
Burke vs. Erie Insurance Exchange, 940 A.2d 472 (Pa. Super. 2007)..... 18
Butler v. Allstate Fire & Casualty Co., 2017 U.S. Dist. LEXIS 107097 (E.D. Pa. July 10, 2017) Gerald Austin McHugh, J..... 29
Buttermore v. Aliquippa Hospital, 561 A.2d 733 (Pa. 1989) 69
Cadena v. Latch, 78 A.3d 636 (Pa. Super. 2013)..... 7
Calestini v. State Farm Mutual Automobile Insurance, 2021 U.S. Dist. LEXIS 70777 (M.D. Pa. April 13, 2021) (Saporito, J.)..... 20
Cambridge v. Allstate, 2020 U.S. Dist. LEXIS 126094 (E.D. Pa. July 17, 2020) Baylson, J..... 96
Campbell v. Travelers Home & Marine Ins. Co., 2021 U.S. Dist. LEXIS 167939 (September 3, 2021) (Slomsky, J.) 46
Carpinet v. Mitchell, 853 A.2d 366 (Pa. Super. 2004) 2
Carroll v.Kephart, 717 A.2d 554 (Pa. Super. 1998)..... 11, 19
Catroppa v. Carlton, 998 A.2d 643 (Pa. Super. 2010)..... 67
Cawthorne v. Erie Ins. Group, 782 A.2d 1037 (Pa. Super. 2001)..... 17
Cebula v. Royal & Sunalliance Ins. Co., 158 F. Supp.2d 455 (M.D.Pa. 2001) 27
Cerankowski v. State Farm Mut. Auto Ins., 783 A.2d 343 (Pa. Super. 2001)..... 68
CID v. Erie Insurance Group, 63 A.3d 787 (Pa. Super. 2013)..... 68
City of Philadelphia v. Zampogna, 2017 Pa. Commw. LEXIS 1077 (December 27, 2017) Leavitt, P.J..... 73
City of Pittsburgh v. WCAB (Williams), 810 A.2d 760, 762 n. 5 (Pa. Cmwlth. 2002)..... 74
City of Wilkes-Barre v. Sheils, 580 F.3d 179 (3rd Cir. 2009) 73
Clarke v. MMG Insurance Company, 100 A.3d 271 (Pa. Super. 2014)..... 54
Continental Cas. Co. v. Pro Machine, 916 A.2d 1111 (Pa. Super. 2007)..... 84
Continental Casualty Company v. Pennsylvania National Mutual Casualty Insurance, 2021 U.S. Dist. LEXIS 46561 (E.D. Pa. March 12, 2021) (Goldberg, J.) 90
Corbin v. Khosla, 42 A.3d 254 (Pa. 2012)..... 14, 19
Craley v. State Farm Fire and Casualty Co., 895 A.2d 530 (Pa. 2006)..... 38, 39, 51, 57
Crum & Foster Personal Insurance Co. v. Travelers Corp., 428 Pa. Super. 557, 631 A.2d 671 (1993)..... 45
Curry v. Huron Ins. Co. 781 A.2d 1255 (Pa. Super 2001) 86
D'Adamo v. Erie Insurance Exchange, 4 A.3d 1090 (Pa. Super. 2010) 70
Daley-Sand v. West American Ins. Co., 564 A.2d 965 (Pa. Super. 1989)..... 68

Darwish v. Einspahr, 2020 Pa. Super. Unpub. LEXIS 3029 (September 24, 2020) Bowes, J. 9
Davis v. Workers' Compensation Appeal Board, 131 A.3d 537 (Pa. Commw. 2015).... 73
Dayton v. Employers Mut. Cas. Co., 2021 U.S. Dist. LEXIS 197684 (M.D. Pa. October 13, 2021) (Mannion, J.)..... 72
Dell v. Bell Telephone Company of Pennsylvania, 526 Pa. 358, 586 A.2d 879 (1991) . 43
DiFranco v. Pickard, 398 N.W. 2d 896 (1986)..... 5
Dixon vs. Geico, 1 A.3d 921 (Pa. Super. 2010)..... 44
Doctor's Choice v. Travelers Personal Insurance Company, 128 A.3d 1183, 1191 (Pa. 2015) 16
Donegal Mut Ins.Co. v. Raymond, 899 A.2d 357 (Pa. Super. 2006) 14
Donegal Mutual Ins. Co., v. Fackler, 835 A.2d 712 (Pa. Super 2003)..... 60
Donovan v. State Farm Mut. Auto. Ins. Co., 2022 U.S. App. LEXIS 4232 (3rd Cir. February 16, 2022) (Ambro, C.J.) 38
Donovan v. State Farm, 256 A.3d 1145 (Pa. 2021) 45
Doughterty v. Farmers New Century Ins.Co. Lexis 26058 (M.D. Pa. 2007) 49
Dunleavy v. Mid-Century Ins. Co., 2020 U.S. Dist. LEXIS 88024 (W.D. Pa. May 19, 2020) Ranjan, J. 54
Eberhardinger v City of York, 2018 U.S. Dist. LEXIS 158847 (September 17, 2018) Conner, J. 87
Eberhart v. Zemko, No. 03-01733, CCP Lycoming, Kieser, J., Opinion and Order 10/27/04..... 11
Eberly v. Firemen's Ins. Co., 2021 U.S. Dist. LEXIS 129905 (July 13, 2021) (Leeson, Jr., J.)..... 37, 44
Egan v. USI Mid-Atlantic, Inc., 92 A.3d 1 (Pa. Super. 2014) 21, 101
Erie Ins. Co. v. Williams, 855 A.2d 59 (Pa. Super 2004) 66
Erie Ins. Exch. v. Mione, 2021 Pa. Super. LEXIS 288 (May 10, 2021) (Bender, P.J.E.) 55
Erie Ins. Exchange v. Baker, 972 A.2d 507 (Pa. 2009) 56
Erie Ins. Exchange v. Weryha, 931 A.2d 739 (Pa. Super. 2007)..... 83
Erie Ins. Group v. Shue, 741 A.2d 803 (Pa. Super. 1999)..... 69
Erie Insurance Exchange v. Baker, 972 A.2d 507 (Pa. 2008) 48
Erie Insurance Exchange v. Bristol, 2017 Pa. LEXIS 3183 (November 22, 2017) Mundy, J. 63
Erie Insurance Exchange v. Conley, 29 A.3d 389 (Pa. Super. 2011)..... 61
Erie Insurance Exchange v. Dodson, Pa. No. 19-1710 (C.P. Lycoming March 29, 2021) (Linhardt, J.) 50
Erie Insurance Exchange v. E.L. Lowry, 941 A.2d 1270 (Pa.Super. 2008) 43
Erie Insurance Exchange v. King and Labar, 2021 Pa. Super. LEXIS 47 (February 5, 2021) (King, J.) 59
Erie Insurance Exchange v. Lobenthal, 114 A.3d 832 (Pa. Super. 2015) 88
Erie Insurance Exchange v. Sutherland, No. 10437 of 2019, C.A. (C.P. Lawrence May 22, 2020) (Motto, P.J.) 57
Erie Insurance Exchange vs. Larrimore, 987 A.2d 732 (Pa. Super. 2009)..... 27
Erie Insurance v. Petrie, 2020 Pa. Super. LEXIS 921 (November 18, 2020) (Pellegrini, J.)..... 39, 57
Estate of Demutis v. Erie Ins. Exchange, 851 A.2d 172 (Pa. Super. 2004)..... 49

Estate of O'Connell v. Progressive Insurance Company, 79 A.3d 1134 (Pa. Super. 2013) 41
Evanina v. First Liberty Ins. Corp., 2022 U.S. Dist. LEXIS 33922 (M.D. Pa. February 25, 2022) (Mannion, DJ) 53
Evans v. Travelers Insurance Company, 2019 Pa. Super. LEXIS 1195 (December 4, 2019) Stevens, P.J.E. 11
Everhart vs. PMA Insurance Group, 938 A.2d 301 (Pa. 2007). 37
Farese v. Robinson, 222 A.3d 1173 (2019), 2019 PA Super 336, Reargument denied January 13, 2020, Colins, J. 96
Fisher v. Aetna Life Ins. & Annuity Co., 39 F.Supp.2d 508, 511 n.1 (M.D. Pa. 1998) . 103
Flenke v. Huntington, 111 A.3d 1197 (Pa. Super. 2015) 95
FMC Corp. v. Holliday, 498 U.S. 52, 111 S.Ct. 403 (1990) 80
Ford v. Progressive Specialty Ins. Co., 2022 U.S. Dist. LEXIS 36389 (E.D. Pa. March 2, 2022) (Slomsky, J.) 45
Franklin Ins. Co. v. Roberts, 859 A.2d 492 (Pa. Super. 2004) 63
Franklin v. Commonwealth, Department of Transportation, 39 A.3d 453 (Pa. Cmwlth. 2012) 91
Franks v. State Farm Mut. Auto. Ins. Co., 2021 Pa. Super. LEXIS 596 (September 24, 2021) (Lazarus, J.) 26
Franks v. State Farm Mutual Automobile Insurance Company, 2020 Pa. Super. LEXIS 641 (July 31, 2020) McCaffery, J. 24
Frazier v. Workers' Compensation Appeal Board, 52 A.3d. 241 (Pa. 2012) 75
Freedom Medical Supply v. State Farm Fire, 131 A.3d 977 (Pa. 2016) 18
Fulmer [v. Pennsylvania State Police, 167 Pa.Cmwlth. 60, 647 A.2d 616, 618–19 (Pa. Cmwlth. 1994)] 76
Gallagher v. Geico Indem. Co., 2019 PA LEXIS 345 (S. Ct. January 23, 2019) Baer, J. 55
Gallagher v. GEICO, 201 A.3d 131 (2019) ..... passim
Gallo v. Nationwide Ins. Co., 791 A.2d 1193 (Pa. Super. 2002) 14, 87
Gardner v. Erie Insurance Company, 722 A.2d 1041 (1999) 61, 69
Generette v. Donegal Mutual Insurance Company, 957 A.2d 1180 (Pa. 2008) 38
Gibson v. State Farm Mutual Automobile Insurance Company, No. 20-1589 (3d Cir. 2021) (Pratter, D.J.) 28
Gibson v. State Farm, 2020 U.S. Dist. LEXIS 27531 (E.D. Pa. February 18, 2020) Rice, U.S. M.J. 28
Gleason v. Alfred I. Dupont Hosp. for Children & Nemours Found., 2021 Pa. Super. LEXIS 503 (August 5, 2021) (Pellegrini, J.) 79
Glover v. State Farm Mutual Automobile Insurance Company, 950 A.2d 335, 338 (Pa. Super. 2008). 13
Government Employees Insurance Company v. Ayers, 955 A.2d 1025 (Pa. Super. 2008) 48
Graham v. Campo, 990 A.2d 9 (Pa. Super. 2010) 4, 5, 6, 8
Graham v. Check, No. 42 WAP 2019 (W.D. Pa. December 22, 2020) (Wecht, J.) 93
Gunn v. Auto Insurance Company of Hartford Connecticut, 971 A.2d 505 (Pa. Super. 2009) 71

Hackenberg v. Southeastern PA Transportation Authority, 526 Pa. 358, 586 A.2d 879 (1991) 43
Haines v. Jones, 830 A.2d 579 (Pa. Super. 2003).. 13
Hand v. City of Philadelphia, 65 A.3d 916 (Pa. Super. 2013)..... 43
Hannigan v. W.C.A.B. 860 A.2d 632 (Pa. Cmwlth 2004)..... 77
Harper v. Providence Washington Ins. Co., 753 A.2d 282 (Pa. Super. 2000) 66
Hartford Ins. Co. v. O'Mara, 907 A.2d 589 (Pa. Super. 2006). 27, 67
Hayes v. Harleysville Mut. Ins.Co., 841 A.2d 121 (Pa. Super 2003) 30
Heller v. Penn. League of Cities, 32 A.3d 1213 (Pa. 2011)..... 59, 61
Herd Chiropractic Clinic v. State Farm, 64 A.3d 1058 (Pa. 2013) 16, 17
Hester v. Pa. Financial Responsibility, 743 A.2d 926 (Pa.Super. 1999)..... 15
Hobbs v. Ryce, 769 A.2d 469 (Pa. Super. 2001) 3
Hoffman v. Troncelliti, 839 A.2d 1013 (Pa. 2003)..... 10
Holland v. Marcy, 883 A.2d 449 (Pa. 2005)..... 3
Hopkins v. Erie Insurance Co., 65 A.3d 452 (Pa. Super. 2013) 63
Houston v. Southeastern Pennsylvania Transportation Authority, 19 A.3d 6 (Pa. Cmwlth. 2011) 18
Insurance Federation of Pa v. Dept. of Ins., 889 A.2d 550 (Pa. 2005) 66
Jallad v. Madera, 2020 U.S. Dist. LEXIS 129801 (E.D. Pa. July 23, 2020) Rufe, J..... 36
John Vetter and Ashley Jones v. Anthony Miller, 2017 PA Super 64 (March 10, 2017) Ransom, J. 4, 6
Johnson v. Progressive Advanced Ins. Co., 2022 U.S. Dist. LEXIS 32154 (W.D. Pa. February 23, 2022) (Schwab, D.J.)..... 53
Johnson vs. Progressive Insurance Company, 987 A.2d 781 (Pa. Super. 2009)..... 71
Jones v. Amica Mutual Insurance Co., 2020 U.S. Dist. LEXIS 128145 (E.D. Pa. July 21, 2020) Brody, J. 36
Jones v. Nationwide Property & Casualty Insurance, 32 A.3d 1261 (Pa. 2011)..... 78, 92
Jones v. Prudential Property and Cas. Ins. Co., 856 A.2d 838 (Pa. Super. 2004 36
Jones v. Rivera, 866 A.2d 1148 (Pa. Super. 2005). 19
Jones v. Unitrin Auto & Home Insurance Company, 40 A.3d 125 (Pa. Super. 2012).... 21
Jones-Molina v. SEPTA, 29 A.3d 73 (Pa. Cmwlth. 2011)..... 15
Kabba v. Allstate Fire & Cas. Ins. Co., 2021 U.S. Dist. LEXIS 103927 (May 11, 2021) (Rufe, J.)..... 25
Kelly v. Ziolko, 734 A.2d 893 (Pa. Super 1999)..... 1
Kitchen v. Kruman, 2017 Pa. Dist. & Cnty. Dec. LEXIS 2154 (May 18, 2017) Finley, P.J. 5
Kleinhans v. John Doe, No. CV-20-0678 (C.P. Lycoming October 2, 2020) (Tira, J.) .. 41, 103
Kline v. Old Guard Insurance Company, 820 A.2d 783 (Pa. Super. 2003)..... 29
Kline v. Travelers Personal Security Insurance Company, 2019 Pa. Super. LEXIS 1157 (November 18, 2019) Gantman, P.J.E..... 33
Kmonk-Sullivan v. State Farm Mutual and *Midili v. Erie Ins. Group* 788 A.2d 955 (Pa. 2001) 59
Knox v. SEPTA, 81 A.3d 1016 (Pa. Cmwlth. 2013)..... 64
Krakower v. Nationwide Mut. Ins. Co., 790 A.2d 1039 (Pa. Super. 2001)..... 66
Kromer, 450 Pa. Super. 631, 677 A.2d 1224 36

Kropa v. Gateway Ford, 974 A.2d 502 (Pa. Super. 2009) 88
Kuropatwa v. State Farm, 721 A.2d 1067 (Pa. 1998) 15
L.S. v. Eschbach, 874 A.2d 1150 (Pa. 2005) 7
Laidlaw Transit v. W.C.A.B. (Lindner), 783 A.2d 392 (Pa. Cmwlth. 2001) 77
Lane v. USAA General Indemnity Company, 2019 U.S. Dist. LEXIS 181197 (E.D. Pa. October 21, 2019) Surrick, J. 69
Lange v. Burd, 800 A.2d 336 (Pa. Super. 2002) 10
Leggett v. National Union Fire Ins. Co., 844 A.2d 575 (Pa. Super. 2004) 84
Levine v. Travelers Property Casualty Insurance Company, 69 A.3d 671 (Pa. Super. 2013) 16
Lewis v. Erie Ins. Exchange, 793 A.2d 143 (Pa. 2002) 25
Lewis v. Erie Insurance Exchange, 2019 Pa. Super. Unpub. LEXIS 3209 (August 21, 2019) Murray, J. 36
Liberty Mut. Ins. Co., v. Ventimiglia, 104 F. Supp.2d 469 (M.D. Pa. 2000) 66
Liberty Mutual Insurance Company v. Domtar Paper Company, 113 A.3d 1230 (Pa. Super. 2015) 79
Liberty Mutual Insurance Company v. Sweeney, 689 F.3d 288 (3d Cir. 2012) 44
Liberty Mutual Insurance v. Excalibur Management, 81 A.3d 1024 (Pa. Cmwlth. 2013) 77
Lilley v. Blue Cross of Northeastern Pa. No. 98-00805, CCP Lycoming, Smith, P.J., 06/18/99 77
LM General Insurance Co. v. LeBrun, 2020 U.S. Dist. LEXIS 244364 (December 30, 2020) (Marston, D.J.) 31
Long v. Mejia, 896 A.2d 596, 600 (Pa. Super. 2006) 4, 6
Loughery v. Mid-Century Insurance Company, 2019 U.S. Dist. LEXIS 219725 (W.D. Pa. December 23, 2019) Dodge, U.S. M.J. 17
Lowery v. Port Auth. Of Allegheny Co., 914 A.2d 953 (Pa.Cmwlth 2006) 64
Lowery v. Port Auth. Of Allegheny County, 914 A.2d 953 (Pa. Cmwlth. 2006), *Petition for Allowance of Appeal denied*, 936 A.2d 41 (2007) 64
Lucca v. Geico Ins. Co., No. 15-4124 (E.D. Pa. July 7, 2016) Pratter, J. 92
Maloney v. Valley Medical Facilities, Inc., 603 Pa. 399, 984 A.2d 478 (2009) 90
Marlette v. State Farm Mutual Auto Insurance Company, 10 A.3d 347 (Pa.Super. 2010) 19
Matthews v. Erie Ins. Group, 2021 Pa. Super. LEXIS 13 (January 12, 2021) (Bender, P.J.E.) 99
McGovern v. Erie Ins. Group, 796 A.2d 343 (Pa. Super. 2002) 39
McWeeney v. Estate of Strickler, 61 A.3d 1023 (Pa. Super. 2013) 3
Miale v. Nationwide Ins. Co. of Am., 2021 U.S. Dist. LEXIS 245514 (W.D. Pa. December 27, 2021) (Wiegand, D.J.) 50
Miller v. Allstate Ins. Co., 763 A.2d 401 (Pa. Super 2000) 66
Mirabel v. Morales, 57 A.3d 144 (Pa. Super. 2012) 93
Moore v. Trumbull Insurance Co., 2018 U.S. Dist. LEXIS 185727 (W.D. Pa. October 29, 2018) 50
Morales v. Travelers Prop. Cas. Co. of Am., 2019 U.S. Dist. LEXIS 25134 (E.D. Pa. February 14, 2019) Baylson, D.J. 35
Motorist Insurance Companies vs. Emig, 664 A.2d 559 (1995) 27

Mulgrew v. Government Employees Insurance Company, 2017 U.S. Dist. LEXIS 167770 (M.D. Pa. October 11, 2017) Caputo, J. 103
National Casualty Company v. Kinney, 90 A.3d 747 (Pa. Super. 2014)..... 95
National General Insurance v. Sheldon, 2020 U.S. Dist. LEXIS 178605 (W.D. Pa. September 29, 2020) Bissoon, D.J. 55
Nationwide Affinity Insurance Co. v. Fong, 2020 U.S. Dist. LEXIS 74156 (E.D. Pa. April 28, 2020) Kenney, J..... 60
Nationwide Assurance Company v. Easley, 960 A.2d 843 (Pa. Super. 2008) 43, 47
Nationwide Insurance Company v. Schneider 960 A.2d 442 (Pa. 2008)..... 68
Nationwide Mut. Ins. Co. v. Harris, 826 A.2d 880 (Pa. Super. 2003) 48
Nationwide Mut. Ins. Co. v. Heintz, 804 A.2d 1209 (Pa. Super. 2002. 29
Nationwide Mut. Ins. Co., v. Lehman, 743 A.2d 933 (Pa. Super. 1999) 68
Nationwide Mutual Ins. Co. v. Riley, 352 F.3d 804 (M.D. Pa. 2003) 48
Nationwide Mutual Insurance Co. vs. Yungwirth, 940 A.2d 523 (Pa. Super. 2008) *en banc*..... 48
Nationwide Mutual Insurance Company v. Catalini, 18 A.3d 1206 (Pa. Super. 2011)... 35
Nationwide Mutual Insurance Company v. Cosenza, 258 F.3d 197 (3rd Cir. 2001). 48, 70
Nazarak v. Waite, 216 A.3d 1093 (Pa. Super. August 2, 2019) Stevens, P.J.E. 96
Neilson v. Nationwide Ins. Co, 738 A.2d 490 (Pa. Super 1999)..... 38
Neuhard v. Travelers Ins. Co., 831 A.2d 602 (Pa. Super. 2003)..... 66
Newhook v. Erie Insurance Exchange, No. 10711 Civ. 2014 (C.P. Monroe May 11, 2017) 32
Northern Ins. Co., of New York v. Resinski, 827 A.2d 1240 (Pa. Super 2003 65
Northwestern Nat. Cas. Co. v. Robson, 42 Pa. D & C. 4th 353 (1999) 26
O'Connor-Kohler v. USAA, 883 *A.2d 673* (Pa. Super. 2005) 84
O'Hara v. First Liberty Insurance Corp., 984 A.2d 938 (Pa. Super. 2009)..... 72
Old Guard Ins. Co. v. Houck, 801 A.2d 559 (Pa. Super. 2002)..... 48
Oliver v. City of Pittsburgh, 11 A.3d 960 (Pa. 2011)..... 74
Oliver v. Irvello, 2017 Pa. Super. LEXIS 431 (June 13, 2017) Lazarus, J. 88
Orndoff v. Wilson, 760 A.2d 1 (Pa. Super. 2000) 82
Orsag v. Farmers New Century Insurance, 15 A.3d 896 (Pa. 2011)..... 27
Ortiz v. Gamble, 759 A.2d 408 (Pa. Super. 2000)..... 15
Pallante v. Harcourt Brace Jovanovich, Inc., 427 Pa. Super. 371, 629 A.2d 146 (1993) 90
Panichelli v. Liberty Mutual Insurance Group, 669 A.2d 930 (Pa. 1996) 70
Pantelis v. Erie Ins. Exchange, 890 A.2d 1063 (Pa. Super 2006). 14, 64
Paravati v. Port Auth. Of Allegheny Co., 914 A.2d 946 (Pa. Cmwlth. 2006)..... 64
Paravati v. Port Authority of Allegheny County, 914 A.2d 946 (Pa. Cmwlth. 2006), *Petition for Allowance of Appeal denied*, 936 A.2d 42 (2007)..... 64
Passarello v. Grumbine, 87 A.3d 285 (2014) 34
Peele v. Atlantic Exp. Transp. Group, Inc., 840 A.2d 1008 (Pa. Super. 2003) 39
Pennsylvania Nat. Mut. Cas. Co. v. Black, 916 A.2d 569 (Pa. 2007) 69
Pennsylvania State Police v. Grove, 119 A.3d 1102 (Pa. Cmwlth. 2015)..... 96
Pennsylvania State Police v. Workers' Compensation Appeal Board (Bushta), 2018 Pa. LEXIS 2582 (May 29, 2018) Todd, J..... 75

Pergolese v. The Standard Fire Insurance Company, 2017 Pa. Super. 96 (April 11, 2017) Ford Elliott, P.J.E., dissent by Stabile, J. 32, 33, 34
Peters v. National Interstate Insurance Co., 108 A.3d 38 (Pa. Super. 2014). 41
Petika v. Transcontinental Ins. Co., 855 A.2d 85 (Pa. Super. 2004) 86
Philadelphia Ambulatory Care Center, Inc. v. Rite Aid Corp., 805 A.2d 613 (Pa. Super. 2002) 13
Pittsburgh Neurosurgery Assoc. v. Danner, 733 A.2d 1279 (Pa. Super.1999)..... 13
Price v. Guy, 735 A.2d 668 (1999) 7
Progressive Halycyon Ins. Co. v. Kennedy, 908 A.2d 911 (Pa. Super. 2006) 2
Progressive Northern Ins. Co., v. Schneck, 813 A.2d 828 (Pa. 2002)..... 60
Progressive v. Universal Underwriters Ins., 898 A.2d 1116 (Pa. Super 2006) 85
Providence Health Plan v. McDowell, 385 F.3d 1168 (9th Cir. 2004)..... 80
Prudential Prop. & Cas. Ins. Co v. Armstrong, No. 03-4575, 2004 U.S. Dist. LEXIS 4918, 2004 WL 603416, at *5-6 (E.D. Pa. Mar. 24, 2004) 46
Prudential Property and Casualty Ins. Co v. Sartno, et al., 903 A.2d 1170 (Pa. 2006) . 47
Prudential Property and Casualty Ins. Co. v. Colbert, 813 A.2d 747 (Pa. 2002) 84
Prudential Property and Casualty Ins. Co., 793 A.2d 965 (Pa. Super 2002) 87
Pusl v. Means, 982 A.2d 550 (Pa. Super. 2009) overruled 70
Quinney v. American Modern Home Ins. Co., 145 F. Supp 2d 603 (M.D. Pa. 2001) 84
Racicot v. Erie Ins. Exchange, 837 A.2d 496 (Pa. Super 2003) 65
Rarick v Federated Serv. Ins. Co., 3028 U.S. Dist. LEXIS 114817 (July 10, 2018)..... 37
Rhoades v. Mid-Century Ins. Co., 2018 U.S. Dist. LEXIS 127318 (July 30, 2018) DuBois, J. 103
Rhodes v. Automotive Ignition Company, 275 A.2d 846 (1971)..... 73
Richmond v. Prudential Prop. & Cas. Ins., 856 A.2d 1260 (Pa. Super. 2004)..... 53, 54
Richner vs. McCance, 13 A.3d 950 (Pa. Super. 2011)..... 91
Rickard v. American National Property & Casualty Company, 2017 Pa. Super. LEXIS 858 (October 25, 2017) Shogan, J..... 80
Ricks v. Nationwide, 879 A.2d 796 (Pa. Super. 2005) 19, 72
Rissi v. Worker's Compensation Appeal Bd. 808 A.2d 274 (Cmwlth 2002)..... 72
Robbins v. Buck, 827 A.2d 1213 (Pa. Super. 2003)..... 67
Robbins v. Insurance Department, 11 A.3d 1048 (Pa. Cmwlth. 2010) 91
Roberts v. Brytczuk, 65 Pa. D & C 4th 510 (Centre Co. 2004)..... 80
Robson v. EMC Ins. Co., 785 A.2d 507 (2001) 61
Romano v. Liberty Mutual Holding Insurance Company, 2021 U.S. Dist. LEXIS 3079 (Saprito, Magistrate) 32
Ross v. Foremost Insurance Company, 998 A.2d 648 (Pa. Super. 2010)..... 91
Rother v. Erie Insurance Exchange, 57 A.3d 116 (Pa. Super. 2012) 45
Rourke v. Pennsylvania National Mutual Casualty Insurance, 116 A.3d 87 (Pa. Super. 2015) 83
Rudloff v. Nationwide Mut. Ins. Co. 806 A.2d 1270 (Pa. Super. 2002)..... 48
Rump vs. Aetna Cas. And Sur. Co., 451 Pa. Super. 173, 678 A.2d 1197 10
Rupert v. Liberty Mut. Ins. Co., 291 F.3d 243 (3rd Cir. 2002)..... 36
Rush v. Erie Ins. Exch., 2021 Pa. Super. LEXIS 646 (October 22, 2021) (Dubow, J.).. 42
Rush v. Erie Insurance Exchange, 265 A.3d 794 (Pa. Super. 2021)..... 53

Rutt v. Donegal Mutual Insurance Company, 2019 Pa. D.&C. Dec. LEXIS 3161 (September 16, 2019) Brown, III, J. 59
Sackett v. Nationwide Mutual Insurance Company, 4 A.3d 637 (Pa. Super. 2010)..... 30
Sackett v. Nationwide Mutual Insurance Company, 940 A.2d 329 (Pa. 2007) . 30, 31, 32
Safe Auto v. Oriental-Guillermo, No. 26 MAP 2018 (Pa. S.Ct. August 20, 2019) Todd, J. 60, 85
Safe Auto v. School Dist. Of Philadelphia, 872 A.2d 247 (Pa. Cmwlth. 2005)..... 64
Salazar v. Allstate Insurance, 675 A.2d 1259 (Pa. Super. 1996) 30
Santorella v.Donegal Mutual Ins. Co, 905 A.2d 534 (Pa.Super. 2006)..... 14
Sardo v. Smith, 851 A.2d 168 (Pa. Super 2004) 10
Saunders v. Jenkins, 717 A.2d 561 (Pa. Super. 1998) 1
Sayles v. Allstate Insurance Company, 2019 Pa. LEXIS 6483 (November 20, 2019) Todd, J. 17
Schappell v. Motorists Mutual Insurance Company, 934 A.2d 1144 (Pa. 2007)..... 12
Schiavone vs. Aveta, 41 A.3d 861, 868 (Pa. Super. 2012) 93
Schmidt-Ramirez v. Burger, No. 9595 Civil 2015 (C.P. Monroe February 27, 2020) Williamson, J. 6
Schwartzberg v. Greco, 793 A.2d 945 (Pa. Super 2002) 3
Sehl vs. Neff, 26 A.3d 1130 (Pa. Super. 2011) 92
Selective Ins. Co. of America v. Jaskoloka, 292 F. Supp 2d 624 (M.D. Pa 2003)..... 86
Sereboff v. Mid Atlantic Medical Services, 547 U.S. 356 (2006) 81
Sheehan v. Nationwide Ins. Co., 779 A.2d 582 (Pa. Super 2001)..... 65
Shepherd v. Talotta, 2021 U.S. Dist. LEXIS 77729 (April 22, 2021) (Kenney, J.) 46
Sherer v. Federated Mutual Insurance Company, 2019 U.S. Dist. LEXIS 182999 (E.D. Pa. October 22, 2019) DuBois, J. 72
Sherman v. Amica Mutual Ins. Co., 782 A.2d 1006 (Pa. Super. 2001) 67
Shiner v. Ralston, 64 A.3d 1 (Pa. Super. 2013) 93
Shipp v. Phoenix Insurance Company, 51 A.3d 219 (Pa. Super. 2012)..... 33
Shomo v. Scribe, 686 A.2d 1292 (Pa. 1996)..... 98
Smith v. Enterprise Leasing Co., 833 A.2d 751 (Pa. Super 2003) 64
Smith v. Hartford Ins. Co., 849 A.2d 277 (Pa. Super. 2004)..... 24, 26
Smith v. Liberty Mutual Fire Ins. Co., Lexis 40135 (E.D. Pa. 2008) 49
Smith v. Nationwide Mut. Ins. Co., 2022 U.S. Dist. LEXIS 9155 (E.D. Pa. January 19, 2022) (Baylson, J.)..... 52
Smith v. Rohrbaugh, 54 A.3d 892 (Pa. Super. 2012) 70
Smith vs. United Services Auto Association, 572 A.2d 785 (Pa. Super. 1990) 87
Spencer v. Johnson, 2021 Pa. Super. LEXIS 144, 2021 PA Super 48 (March 18, 2021) (Panella, P.J.) 96, 99
Standish v. American Manufacturers Mutual Insurance Company, 698 A.2d 599 (Pa. Super. 1997)..... 73
State Auto Property & Cas. Ins. Co. v. Pro Design, 566 F.3d 86 (3rd Cir. 2009) 33
State Farm Mut. Auto Ins. Co. v. Rosenthal, 484 F.3d 251 (3rd Cir. 2007)..... 63
State Farm Mut. Auto. Ins. Co. v. Coviello, 220 F. Supp 2d 401 (M.D. Pa. 2002)... 49, 65
State Farm Mut. Auto. Ins. Co. v. Foster, 889 A.2d 78 (Pa. 2005)..... 41
State Farm Mutual Automobile Insurance Company v. Cavoto, 34 A.3d 123 (Pa. Super. 2011) 11

State Farm Mutual Automobile Insurance Company v. Dill, 108 A.3d 882 (Pa. Super. 2015). 65
State Farm Mutual Automobile Insurance Company v. Erin C. Dooner, 2018 Pa. Super. 146 (June 5, 2018) Bender, P.J.E. 89
State Farm Mutual Automobile Insurance Company v. Foster, 585 Pa. 529, 889 A.2d 78 (2005) 40
Stegner v. Fenton, 40 A.2d 473, 475 (Pa. 1945) 81
Stelea v. Nationwide Mutual Ins. Co., 830 A.2d 1028 (Pa. Super 2003) 54
Stepanovich v. McGraw, 78 A.3d 1147 (Pa. Super. 2013) 91
Stermel v. Workers' Compensation Appeal Board, 103 A.3d 876 (Pa. Cmwlth. 2014) . 74
Stockdale v. Allstate Fire and Casualty Insurance, 2020 U.S. Dist. LEXIS 33406 (E.D. Pa. February 27, 2020) Beetlestone, J. 52
Stringfellow v. United States, 2020 U.S. Dist. LEXIS 101717 (W.D. Pa. June 10, 2020) Dodge, M.J. 6
Swarner v. Mutual Benefit Group, 72 A.3d 641 (Pa. Super. 2013) 86
Swords v. Harleysville Ins. Co., 883 A.2d 562 (Pa 2005) 14
Tami Tenbus v. Progressive Direct, No. 548-Civil-2016 (CCP Wayne November 22, 2017) Hamill, P.J. 20
Tannenbaum, M.D. v. Nationwide Insurance Company, 992 A.2d 859 (Pa. 2010) 70
Taransky v. Secretary of Health and Human Services, 760 F.3d 307 (3d Cir. 2014) 82
The Hartford Insurance Group on Behalf of Chunli Chen v. Kafumba Kamara, et al., No. 976 EDA 2016 (Pa. Super. February 10, 2017) Olson, J. 79
Toner v. Travelers Home and Marine Insurance Company, 137 A.3d 583 (2016) 33
Toth v. Donegal Companies, 964 A.2d 413 (Pa. Super. 2009) 37
Travelers Indem. Co. of Illinois v. Dibartolo, 171 F.3d 168 (3rd Cir. 1999) 37
Tristani ex rel. Karnes v. Richman, 652 F.3d 360 (3d Cir. 2011) 82
Updike v. Worker's Compensation Appeal Bd. 740 A.2d 1193 (Cmwlth 1999) 72
Urban v. Allstate Fire & Cas. Ins. Co., 2021 U.S. Dist. LEXIS 196885 (E.D. Pa. October 13, 2021) (Strawbridge, M.J.) 62
US Airways v. McCutchen, 569 U.S. 88, 133 S.Ct. 1537 (2013) 81
US Airways, Inc. v. McCutchen, 663 F.3d 671 (3rd Cir. 2011) 81
Utica Ins. Co. v. Contrisciane, 473 A.2d 1995 (P. 1984) 86
Van Divner v. Sweger, 2021 Pa. Super. LEXIS 391 (June 24, 2021) (Stevens, P.J.E.) 72
Vanderhoff v. Harleysville Insurance Company, 40 A.3d 744 (Pa. Super. 2012) 40
Vanderhoff v. Harleysville Insurance Company, 997 A.2d 328 (Pa. 2010) 40
Varner–Mort v. Kapfhammer, 109 A.3d 244 (Pa. Super. 2015) 7
Venturato v. State Farm Mut. Auto. Ins. Co., No. 4:18-CV-1243, 2018 U.S. Dist. LEXIS 182276, at *4-11 (M.D. Pa. Oct. 24, 2018) 51
Vosk v. Encompass Ins. Co, 851 A.2d 162 (Pa. Super 2004) 24
Walker v. Nationwide Mut. Ins. Co., 21 Lyc. 243 (2002) 14
Wall Rose Mutual Insurance Company v. Manross, 939 A.2d 958 (Pa. Super. 2007) .. 83
Washington v. Baxter, 719 A.2d 733 (1998) 5
Watts v. Pekin Insurance, 2021 U.S. Dist. LEXIS 51711 (M.D. Pa. March 19, 2021) (Brann, J.) 99, 100
Weilacher v. State Farm Mutual Automobile Insurance Company, 65 A.3d 976 (Pa. Super. 2013) 28

Wheeler v. Nationwide Mut. Fire Ins. Co., 905 A.2d 504 (Pa. Super. 2006)..... 11
Williams v. GEICO Government Employees Insurance, 32 A.3d 1195 (Pa. 2011). 42, 43, 45, 53
Wilson v. Fisher, 21 Lyc. 1 (1999)..... 7, 82
Wilson v. Transport Ins. Co., 889 A.2d 963 (Pa. Super. 2005)..... 13
Wimer v. PEBTF, 939 A.2d 843 (Pa. 2007)..... 82
Winslow-Quattlebaum v. Maryland Ins. Co., 752 A.2d 878 (Pa. 2000)..... 25
Wirth v. Aetna U.S. Healthcare, 904 A.2d 858, 864-65 (Pa. 2006) 80, 81
Wittkekamp v. Gulf & Western, Inc., 991 F.2d 1137, 1142 (3d Cir. 1993)..... 104
Wolfe v. Allstate Property and Casualty Insurance Company, 790 F.3d 487 (3rd Cir. 2015) 103
Wolfe v. Ross, 115 A.3d 880 (Pa. Super. 2015)..... 89
Wright v. Denny, 33 A.3d 687 (Pa. Cmwlth. 2011)..... 64
Younkin v. Nationwide Ins. Co., 807 A.2d 275 (Pa. Super. 2002)..... 65
Zerr, 667 A.2d at 237 11

Statutes

§ 1702 37
§ 1714 19
§ 1719 ..... 64, 66
§ 1720 of the Financial Responsibility Law 67
§ 1734 ..... 25, 26, 27
§ 1734 of the Financial Responsibility Law 27
§ 1787 of the Financial Responsibility Law 42
§ 1791 ..... 26, 27, 28
§ 1797(a) of the Financial Responsibility Law 18
§ 1797(b)(4) 16
§ 1797(b)(6) of the Financial Responsibility Law..... 17
§ 69.53(e) of the Pennsylvania Code 17
1711 ..... 66, 71
1712 ..... 66, 71
1715 ..... 66, 71
1731 of the Financial Responsibility Law 43
1731(c)..... 34
1737 56
1797(b)(4) 16
2002 of Act 68 84
40 P.S. § 991.2003(a)(1), (2) and (8) 84
42 Pa.C.S.A. § 7102(a.1)(3)(iii) 91
42 Pa.C.S.A. Section 7302(d)(2)..... 60
42 U.S.C. § 1395y(b)(2) 75
75 Pa. C.S. § 1702..... 4, 6
75 Pa. C.S. § 1720..... 66, 74
75 Pa. C.S. § 1733..... 62
75 Pa. C.S. § 1797..... 89
75 Pa. C.S. §1797(b)(4) 17
75 Pa. C.S.A. § 1738..... 31, 32

75 Pa.C.S. § 1702 40
75 Pa.C.S. § 1712(2) 64
75 Pa.C.S. § 1721(a) 13
75 Pa.C.S. § 1731 23
75 Pa.C.S. § 1796(a) 17
75 Pa.C.S. § 1797(a) 18
75 Pa.C.S. § 1797(b)(6) 16
75 Pa.C.S. §1720 70
75 Pa.C.S. §1722 70
75 Pa.C.S.A. § 1574.23 91
Act 44, Section 23 68
Pa.R.C.P. 1311.1 19
Pa.R.C.P. 206.1, *et seq.* 61
Section 1705 ..... 4, 7, 19
Section 1705 (a)(5) 3
Section 1705(f) 4
Section 1712(2) 11
Section 1720 of the MVFRL 67, 71
Section 1721 13
Section 1722 ..... 64, 71
Section 1722 of the Financial Responsibility Law 11, 67, 71
Section 1731 ..... 21, 25, 27, 95
Section 1731 (b) 1, 21, 95
Section 1731(a) of the MVFRL 80
Section 1731(b.1) 1
Section 1731(c.1) 35
Section 1738 ..... 21, 37, 39, 95
Section 1797 of the MVFRL 13
Section 1797(b) 15
Section 1797(b)(6) of the Motor Vehicle Financial Responsibility Law 16
Section 2003 of Act 68 84
Section 25(b) of Act 44 ..... 67, 68
Section 671 of the Pennsylvania Workers' Compensation Act 66
Sections 1735 56
Title 75 §1731 37
Title 75, § 1705(b) 3