

CHRIS ELDREDGE CONTAINERS, LLC	:	No. 267 MAL 2025
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	:	
v.	:	Petition for Allowance of Appeal
	:	from the Order of the Superior Court
	:	
CRUM & FOSTER SPECIALTY	:	
INSURANCE COMPANY, NATIONAL	:	
UNION FIRE INSURANCE COMPANY OF	:	
PITTSBURGH, PA, SELECTIVE	:	
INSURANCE COMPANY OF AMERICA,	:	
CRAIG LOGAN	:	
	:	
	:	
PETITION OF: NATIONAL UNION FIRE	:	
INSURANCE COMPANY OF	:	
PITTSBURGH, PA	:	
	:	
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UNION FIRE INSURANCE COMPANY OF	:	
PITTSBURGH, PA, SELECTIVE	:	
INSURANCE COMPANY OF AMERICA,	:	
CRAIG LOGAN	:	
	:	
	:	
PETITION OF: CRUM & FOSTER	:	
SPECIALTY INSURANCE COMPANY	:	

PER CURIAM

AND NOW, this 20th day of October, 2025, the Petitions for Allowance of Appeal are **GRANTED**. The matters shall be consolidated, and the issues limited to the following:

- (1) Whether the Superior Court erred by declaring the term “arising out of” is ambiguous in the context of the Absolute Auto Exclusion Endorsement such that it applies only to injuries proximately caused by an “auto” as opposed to but for causation and by not addressing the two prongs of the Endorsement that extends the exclusion to “arising out of or resulting from the ownership, maintenance, use or entrustment of others of any aircraft, ‘auto’ or watercraft[?]”
- (2) Whether the Superior Court erred by declaring the Absolute Auto Exclusion endorsement provision excluding “bodily injury” “arising out of or resulting from the ownership, maintenance, use or entrustment to others of any aircraft, ‘auto’ or watercraft” is vague and ambiguous such that the exclusion applies only to “the insured’s ownership, maintenance, use[,] or entrustment to others of’ an auto[?]”