IN THE SUPREME COURT OF PENNSYLVANIA WESTERN DISTRICT

W. SCOTT BACLIT, ADMINSTRATOR OF THE ESTATE OF TIMOTHY S. BACLIT

No. 316 WAL 2024

٧.

Petition for Allowance of Appeal from the Order of the Superior Court

STEVEN C. SLOAN, AN ADULT INDIVIDUAL, SEA SHELL BAR, INC., A CORPORATION, KENNETH KUGEL, AN ADULT INDIVIDUAL, AND UNITED FINANCIAL CASUALTY COMPANY, A CORPORATION

PETITION OF: UNITED FINANCIAL CASUALTY COMPANY

W. SCOTT BACLIT, ADMINISTRATOR OF THE ESTATE OF TIMOTHY S. BACLIT,

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PETITION OF: UNITED FINANCIAL CASUALTY COMPANY

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STEVEN C. SLOAN, AN ADULT INDIVIDUAL, SEA SHELL BAR, INC. A CORPORATION, KENNETH KUGEL, AN ADULT INDIVIDUAL, AND UNITED FINANCIAL CASUALTY COMPANY, A CORPORATION

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PETITION OF: UNITED FINANCIAL CASUALTY COMPANY

ORDER

PER CURIAM

AND NOW, this 29th day of April, 2025, the Petition for Allowance of Appeal is **GRANTED**. The issues, as stated by petitioner, are:

- (1) Whether the Superior Court erred by finding that Mr. Baclit was a "de facto insured" under a Commercial Auto Policy, when he was operating his mother's personal auto and therefore did not meet the definition of "insured" as set forth in unambiguous policy language and applied by decades of case law upon which commercial auto insurers have relied?
- (2) Whether the Superior Court's decision is contrary to this Court's decision in *Rush v. Erie*[*Insurance Exchange*, 308 A.3d 780 (Pa. 2024)], which held that UIM coverage is not universally portable and that insurance policies may include provisions that limit the autos to which underinsured motorist coverage will apply?