

[J-41-2019][M.O. - Wecht, J.]
IN THE SUPREME COURT OF PENNSYLVANIA
EASTERN DISTRICT

MICHELLE BARNARD,	:	No. 42 EAP 2018
	:	
Appellant	:	Appeal from the Order Granting Petition
	:	for Certification of Question of Law from
v.	:	the United States Court of Appeals for
	:	the Third Circuit at No. 18-1456
	:	
	:	
THE TRAVELERS HOME AND MARINE	:	
INSURANCE COMPANY,	:	
	:	
Appellee	:	ARGUED: May 14, 2019

DISSENTING OPINION

CHIEF JUSTICE SAYLOR

DECIDED: September 26, 2019

I respectfully dissent, as I would not conclude that an insured’s decision to increase the limits of existing insurance coverage on an existing set of automobiles constitutes a new purchase under Section 1738(c) of the Motor Vehicle Financial Responsibility Law (the “MVFRL”). Such an outcome, in my view, is unsupported by the MVFRL and inconsistent with this Court’s analysis in *Sackett v. Nationwide Mutual Insurance Co.*, 596 Pa. 11, 940 A.2d 329 (2007) (“Sackett II”). In that matter, this Court explained that a “purchase,” for Section 1738(c) purposes, has acquired specialized meaning in the insurance industry and, as such, is a term of art, see *id.* at 17, 940 A.2d at 333 – making it ill-suited to a plain-meaning analysis based on dictionary definitions, as portrayed by the majority. Further, the Court ultimately concluded that the addition of coverage for a newly-acquired vehicle, under a policy’s after-acquired-vehicle clause, did not constitute a “purchase” of insurance so as to trigger the need for a new stacking

waiver. This was true even where the insured was required to pay an extra premium for coverage of the new vehicle. See *id.* at 19, 940 A.2d at 334. It seems to me that, *a fortiori*, an increase in *existing* UIM coverage for an *existing* set of vehicles is not a new purchase either.