



9/20/2023 | Articles

DMC Lawyers Successfully Defend Pennsylvania Insurance Agency In Errors And Omissions Suit Over UM/UIM Coverage

Dickie, McCamey & Chilcote ("DMC") Harrisburg attorneys Charles E. Haddick, Jr. and Charlene N.A. Akrasi successfully defended a North Central Pennsylvania insurance brokerage from a professional liability claim in the Northumberland County Court of Common Pleas. Judgment was also entered for Defendant Erie Insurance Company in the case.

Pennsylvania Court of Common Pleas Judge Michael P. Toomey granted summary judgment to DMC's client, Blessing Insurance Agency, on claims made by Kenneth Dale Sellers alleging that Blessing was negligent when transferring a motorcycle from an insurance policy written by Progressive Insurance to an existing auto policy issued by Erie Insurance Company. Sellers alleged that he wanted \$100,000 in UM/UIM coverage per vehicle on six vehicles insured by Erie, including the motorcycle, when the motorcycle was transferred to the Erie policy. Sellers, who was injured on the motorcycle after it was moved to the Erie policy, sought nearly a half-million dollars in damages in the case against Blessing and Erie.

In *Sellers v. Erie Insurance Exchange and The Blessing Insurance Agency*, Haddick and Akrasi established that the Plaintiff had carried only \$25,000 in UM/UIM coverage per vehicle for nearly a decade on the Erie policy before the motorcycle was added, and that Sellers had both made a prior written request for lower coverage and received multiple policy declarations pages clearly and unambiguously showing \$25,000 per vehicle. Haddick and Akrasi also pointed out to the Court deposition testimony and exhibits in which Sellers acknowledged he received a series of declarations pages before his accident showing the \$25,000 UM/UIM limit. They also argued that Sellers testified he could not recall any specifics about requesting the higher limit of UM/UIM coverage, and he admitted he failed to follow the agency's written recommendations to purchase more coverage.

The Court dismissed with prejudice all claims against the agency including negligence, breach of contract, and breach of fiduciary duty claims.