

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

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Nos. 06-3051, 06-3052, 06-3053

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ALLSTATE INDEMNITY COMPANY

v.

DENNIS J. CORONITI,  
Appellant

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On Appeal from the United States District Court  
for the Middle District of Pennsylvania  
(D.C. No. 04-cv-00808)  
District Judge: Honorable A. Richard Caputo

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Argued October 24, 2007

Before: SLOVITER, CHAGARES, and HARDIMAN, Circuit Judges

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JUDGMENT ORDER

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The insured, Dennis Coroniti, purchased automobile insurance from Allstate Indemnity Company (“Allstate”) pursuant to a policy that provided liability and underinsured motorist coverage (“UIM”) for two automobiles owned by Coroniti, a 1988 Chevrolet Suburban and a 1981 Chevrolet Van, with limits of \$100,000 per person for

each car. Coroniti was injured and, because of the stacking provisions of Pennsylvania law, Allstate offered to pay him \$200,000 under the policy. Coroniti also owned a 1970 GMC and a 1976 Chevrolet Van G30 that were not in use. Coroniti claimed that he is also entitled to stack the \$100,000 UIM coverage under the aforesaid policy on behalf of each of these unused vehicles, and made a claim on Allstate for \$400,000. The District Court granted summary judgment for Allstate.

Because it is undisputed that Coroniti did not intend to drive or otherwise use these two vehicles, the coverage pages of the policy stated that there was “suspended coverage” for each one and stated that the premiums for the liability insurance on these vehicles were suspended. The only coverage listed for each of these vehicles was auto comprehensive insurance, with the annual premium listed of \$22 for the 1970 GMC and \$27 for the 1976 Chevrolet.

The District Court reasoned that the policy was ambiguous and therefore it proceeded to examine extrinsic evidence from which it concluded that it was “clear that the parties did not intend to provide UIM coverage” for the 1970 GMC and the 1976 Chevrolet. Coroniti has appealed claiming that the District Court erred in granting Allstate’s motion for summary judgment and denying his motion for summary judgment, and that the District Court erred in considering extrinsic evidence.

The law of this circuit is clear that when the written contract is clear and unequivocal, there is no need to resort to extrinsic evidence. See Bohler-Uddeholm Am., Inc. v. Ellwood Group, Inc., 247 F.3d 79, 92 (3d Cir. 2001). On the other hand, our cases

have permitted consideration of extrinsic evidence in order to determine whether the ambiguity can be resolved. See Sikirica v. Nationwide Ins. Co., 416 F.3d 214, 220 (3d Cir. 2005); Pacific Indem. Co. v. Linn, 766 F.2d 754, 761 (3d Cir. 1985). We see no error in the District Court’s determination with respect to the ambiguity in the insurance contract at issue here and its examination of extrinsic evidence. The extrinsic evidence to which the District Court referred demonstrates that Coroniti sought comprehensive coverage only.

Coroniti argues that § 1731 of the Pennsylvania Motor Vehicle Financial Responsibility Law (“MVFRL”) is applicable here. Section 1731 provides that no motor vehicle liability insurance policy shall be issued unless UIM coverage is offered in an amount equal to the limit for bodily injury. However, the Pennsylvania Superior Court in Nationwide Ins. Co. v. Calhoun, 635 A.2d 643, 647 (Pa. Super Ct. 1993), held that § 1731 is “as a matter of law, inapplicable to a policy providing for comprehensive coverage only,” as such a policy is not a “motor vehicle liability insurance policy.” Therefore, the District Court did not err in rejecting Coroniti’s MVFRL claim.

Because summary judgment was appropriately entered by the District Court, there is no support for Coroniti’s argument that the District Court deprived him of his constitutional right to a jury trial. Coroniti also argues that the District Court erred in entering judgment in favor of Allstate on his claims of estoppel, laches, and unclean hands. We have reviewed the briefs filed by the parties, heard oral argument on this matter, and conclude that, essentially for the reasons set forth by the District Court, its

judgment will be affirmed.

BY THE COURT:

/s/ Dolores K. Sloviter  
Circuit Judge

Dated:        October 25, 2007