[J-52-2005]
IN THE SUPREME COURT OF PENNSYLVANIA
MIDDLE DISTRICT

RANDALL P. CRALEY, ADMINISTRATOR OF THE ESTATE OF JAYNEANN M. CRALEY, RANDALL P. CRALEY, PARENT AND NATURAL GUARDIAN OF KEITH P. CRALEY, A MINOR, AND RANDALL P. CRALEY, IN HIS OWN RIGHT, AND GLORIA M. CRALEY AND LAWRENCE W. CRALEY, HUSBAND AND WIFE,	: No. 162 MAP 2004 : : : Appeal from the Order of the Superior : Court entered February 9, 2004, at No. : 1117 MDA 2000, which reversed and : remanded the Order of the Court of : Common Pleas of Berks County entered : December 22, 1998, at No. 97-9019. :
Appellants	: 844 A.2d 573 (Pa. Super. 2004) : : ARGUED: May 16, 2005
v.	: :
STATE FARM FIRE AND CASUALTY COMPANY,	: : :
Appellee	: :

CONCURRING OPINION

MR. JUSTICE EAKIN   **DECIDED: April 21, 2006**

I join Chief Justice Cappy's interpretation of 75 Pa.C.S. § 1738, as I believe

subsection (b) provides a named insured the option of waiving both inter- and intra-policy

stacking of uninsured and underinsured motorist coverage, and that option is not undone

by subsections (c) and (d), even though the language of those subsections seems to speak

to the intra-policy situation alone.

I write separately to address the household vehicle exclusion in Randall's policy, see

Majority Slip Op., at 6, which State Farm argues is valid and enforceable. While the

majority does not reach a discussion of this clause, I believe the clause also precludes the

Craleys' recovery of uninsured motorist benefits under Randall's policy. This clause is similar to household vehicle exclusion clauses this Court previously has held enforceable. See Prudential Property and Casualty Insurance Company v. Colbert, 813 A.2d 747, 755 (Pa. 2002) (household exclusion consistent with public policy of MVFRL); Eichelman v. Nationwide Insurance Company, 711 A.2d 1006, 1010 (Pa. 1998) (household exclusion enforceable as it furthers legislative policy behind underinsured motorist coverage in MVFRL and furthers MVFRL's intent of stopping spiralling costs of automobile insurance). There is no reason, public policy or otherwise, to not enforce this exclusion.

For the reasons offered above, I concur.