

(Publication page references are not available for this document.)

United States Court of Appeals,  
Third Circuit.  
Timothy RUPERT, Appellant  
v.  
LIBERTY MUTUAL **INSURANCE** COMPANY  
**No. 00-3214.**  
Argued on Oct. 24, 2000.  
Opinion Filed: May 16, 2002.

**Insured** who was injured by vehicle driven by uninsured motorist (UM) challenged **automobile insurer's** refusal to pay stacked UM benefits based on stacking waiver signed by **insured's** late wife at time of policy's inception. The United States District Court for the Western District of Pennsylvania, Benson, United States Magistrate Judge, granted summary judgment for **insurer**, and **insured** appealed. The Court of Appeals, Fuentes, Circuit Judge, held that statutory requirement that stacking waiver "must be signed by the first named **insured**" merely required that waiver be signed by person who was first named **insured** at policy's inception, rather than imposing continuing obligation on **insurer** to acquire new stacking waiver in event of change to first named **insured**.

Affirmed.

Becker, Chief Judge, filed dissenting opinion.

See also [781 A.2d 132](#).