

THOMAS, J., concurring in part

SUPREME COURT OF THE UNITED STATES

Nos. 06–84 and 06–100

SAFECO INSURANCE COMPANY OF AMERICA, ET AL.,
PETITIONERS

06–84

v.

CHARLES BURR ET AL.

GEICO GENERAL INSURANCE COMPANY, ET AL.,
PETITIONERS

06–100

v.

AJENE EDO

ON WRITS OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE NINTH CIRCUIT

[June 4, 2007]

JUSTICE THOMAS, with whom JUSTICE ALITO joins,
concurring in part.

I agree with the Court’s disposition and most of its reasoning. Safeco did not send notices to new customers because it took the position that the initial insurance rate it offered a customer could not be an “increase in any charge for . . . insurance” under 15 U. S. C. §1681a(k)(1)(B)(i). The Court properly holds that regardless of the merits of this interpretation, it is not an unreasonable one, and Safeco therefore did not act willfully. *Ante*, at 18–21. I do not join Part III–A of the Court’s opinion, however, because it resolves the merits of Safeco’s interpretation of §1681a(k)(1)(B)(i)—an issue not necessary to the Court’s conclusion and not briefed or argued by the parties.