

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
CIVIL TRIAL DIVISION

ANNA LAZAVERA :  
and :  
PROGRESSIVE CASUALTY COMPANY :  
 :  
v. : NOVEMBER TERM, 2000  
 :  
TICO INSURANCE COMPANY : NO. 2781  
and :  
ALEX KRYMSKIY :  
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Myrna Field, J.  
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January 16, 2002  
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**OPINION OF THE COURT**

Defendant, TICO Insurance Company, appeals from this court's order dated October 10, 2001, finding in favor of plaintiff, Progressive Insurance Company, in this declaratory judgment action. For the reasons which follow, the order was proper and judgment as entered thereon in favor of the plaintiff, in the amount of \$20,000.00 should be affirmed.

The following stipulated facts were presented: On September 21, 1995, Anna Lazareva and her passengers were injured when the car she was driving was struck by a car operated by Alex Krymskiy. As a result of the accident Ms. Lazareva also sustained property damage to her car. The personal injuries and property damage sustained totaled \$27,488.52. At the time of the accident, Ms. Lazareva was insured by plaintiff, Progressive Insurance Company. Pursuant to the Uninsured Motorist- Bodily Injury provision of the policy, Progressive paid \$22,500.00.

In a separate action docketed in the Philadelphia County Court of Common Pleas , September Term, 1997, No. 2500, a settlement was entered into in which it was agreed that the

accident was caused by Mr. Krymskiy's negligence, and Mr. Krymskiy agreed to assign to and cooperate with plaintiffs in any and all of its claims against TICO Insurance Company for failure to defend and identify Mr. Krymskiy.

Documents submitted into evidence as part of the stipulation include: a declaration sheet showing that TICO had issued a policy of insurance to Mr. Krymskiy effective September 20, 1995, one day before the accident; a Financial Responsibility Identification Card showing an effective date of September 20, 1995; and three cancelled checks from Mr. Krymskiy to TICO, the first of which is dated September 20, 1995.

Documents submitted by TICO include: a second declaration sheet showing an effective date of September 22, 1995; and a second Financial Responsibility Identification Card showing an effective date of September 22, 1995.

No other correspondence, such as a cancellation notice or a revocation letter was produced.

At trial, TICO asserted that it could present a witness who would testify that Mr. Krymskiy actually purchased his insurance on September 22, 1995, and asked that it be back dated. TICO further argues that although the original paperwork reflects the date September 20, 1995, the second set was generated to correct the error, and that, in fact, there was no policy in effect on the date of the accident.

The mere fact that a second set of documents was generated does not establish that the first set was invalid. The second set could be interpreted as an amendment to the policy already in effect. Given the existence of the set of documents generated by TICO; the check dated September 20, 1995; and the absence of any documentary evidence to the contrary: this court

properly found that initial coverage, even if later modified, was in effect as of September 20, 1995, and therefore was also in effect on the date of the accident, September 21, 1995.

Since defendant's policy limits were \$5,000.00 for property damage and \$15,000.00 for personal injury, and Progressive had already paid out \$22,500.00 this court properly awarded plaintiff Progressive the full policy limits of \$20,000.00. Judgment as entered on October 10, 2001, should be affirmed.

By the Court:

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Myrna Field, J.