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## Center man hurt in fall goes after insurance company

By Bill Vidonic, Times Staff

**BEAVER** — Attorneys for a Center Township man awarded \$3.1 million in slip-and-fall lawsuit are now suing the insurance company of the man blamed for the accident.

In January, Rudy Kosanovich, 79, of 1306 Lincoln Drive was awarded the multimillion-dollar judgment by Beaver County Senior Judge Robert E. Kunselman.

Kosanovich slipped and fell in the parking lot of ESB Bank in Center Township on Feb. 6, 2004. He suffered permanent, debilitating injuries in the fall, including chronic pain and the inability to walk without assistance.

Kosanovich sued ESB Bank and Richard D. Nicastro, owner of Nicastro Lawn and Landscaping in Center, also currently the president of the Center Area School Board.

ESB Bank settled with Kosanovich for an amount that was marked confidential about two months prior to a nonjury trial before Kunselman with Nicastro as the sole defendant.

Now, Hopewell attorneys Keith R. McMillen and Kelly M. Tocci have filed suit against the former Insurance Company of Hannover and The Hartford insurance, trying to collect the judgment against Nicastro.

During the trial, testimony was that Nicastro's insurance company said that Nicastro didn't have a valid policy at the time of Kosanovich's accident, so they refused to pay any claims. McMillen told The Times earlier that he believed Nicastro should have been covered by his insurance company.

According to court records, Hannover had issued an insurance policy through its agent, The Hartford, to Nicastro.

In a letter dated Oct. 28, 2003, according to the lawsuit, Hartford said it was canceling Nicastro's insurance policy because he hadn't paid his premium. It added that his coverage could be reinstated if he paid by Nov. 18.

A second cancellation notice went out on Oct. 30. On Nov. 5, Hannover sent a letter saying the policy wouldn't be renewed for "underwriting reasons," the lawsuit added.

Nicastro paid the \$940 premium on Nov. 10, the lawsuit indicated, and Hartford reinstated the policy on Nov. 18. However, on Nov. 25, Hartford wrote another letter saying that its insurance carrier (Hannover) wouldn't renew the policy when it expired on Jan. 14, 2004, and urged him to get other

insurance.

The lawsuit read that under Pennsylvania law, "underwriting reasons" isn't a specific enough reason to cancel a policy or refuse to renew it.

The Nov. 25 letter from Hartford also couldn't serve as a proper nonrenewal notice, the lawsuit added. Among the reasons, the lawsuit added, the letter missed the 60-day notice window and wasn't captioned, "notice of nonrenewal," as required by state law.

The lawsuit added that when Nicastro reported the lawsuit against him in 2006 to Hartford, Hartford denied he had any insurance, even though a liability insurance policy actually existed.

The lawsuit states that the insurance companies acted in bad faith by refusing "to take any measures for the protection of Nicastro's interests."

In essence, with the new lawsuit, Nicastro is giving up his right to sue his insurance company and is allowing Kosanovich's attorneys to take up the battle to collect the judgment.

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