

NOT PRECEDENTIAL

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 07-1707

DANIEL LEE,

Appellant,

v.

PROGRESSIVE CASUALTY INSURANCE COMPANY,

Appellee.

On Appeal from the United States District Court
for the Eastern District of Pennsylvania
(D.C. No. 06-cv-3346)
District Judge: Honorable John P. Fullam

Submitted Under Third Circuit L.A.R. 34.1(a)
March 10, 2008

Before: FUENTES, CHAGARES, and ALDISERT, Circuit Judges.

(Opinion Filed: April 29, 2008)

OPINION OF THE COURT

FUENTES, Circuit Judge.

This is an appeal from the grant of summary judgment in favor of the defendant in an insurance case, brought in federal court under diversity jurisdiction pursuant to 28 U.S.C. § 1332(a).

This case concerns the amount of money owed to the plaintiff, Daniel Lee, under an insurance policy issued to his mother, Myung Lee, by Progressive Casualty Insurance Company (“Progressive”). Myung Lee purchased car insurance and signed a writing, pursuant to 75 Pa. C.S. § 1734, that she was purchasing uninsured motorist and underinsured motorist coverages for an amount less than the limits of liability for bodily injury. Subsequently, Daniel Lee, the insured’s son, got into an accident in Myung Lee’s car and suffered several injuries. The parties dispute whether Lee is entitled to receive \$15,000, the amount already paid by Progressive and indicated in the policy as the underinsured motorist coverage, or \$100,000, the amount of bodily injury coverage in the policy. Appellant argues that because the policy did not indicate the amount of the underinsured motorist coverage on the same page as the § 1734 writing, the writing is invalid. There is nothing in the statute that requires the writing to include the amount of the coverage on the same page as the signature.

Accordingly, and substantially for the reasons set forth in the District Court’s February 21, 2007 decision, the judgment of the District Court is affirmed.