

DOCKET NO. CV 08-6001841

: SUPERIOR COURT

FORD MOTOR CREDIT CO. Judicial District of New Haven  
SUPERIOR COURT  
FILED JUDICIAL DISTRICT OF NEW HAVEN

V.

JUN 09 2009 NEW HAVEN

JENNY CRUZ

CHIEF CLERK'S OFFICE  
JUN 9, 2009

**MEMORANDUM OF DECISION ON THE THIRD PARTY COMPLAINT OF  
JENNY CRUZ AGAINST THIRD PARTY DEFENDANT AIG CASUALTY CO.**

Jenny Cruz, in her third party complaint (Cruz) seeks to recover under a contract of insurance with the third party defendant AIG Casualty Co. (AIG) for her automobile (a 2006 Ford Fusion) which was stolen and subsequently destroyed by fire (a covered risk under the policy of insurance with AIG). Although Cruz owed money to Ford Motor Credit on the automobile, she was current on her loan obligation and may been ahead of her required payments.<sup>1</sup> The court finds that Cruz fulfilled all her obligations under the policy of insurance with AIG and AIG has failed to prove its special defenses.

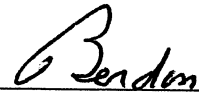
Both parties agree that if the court finds there is coverage for the incident (theft and destruction of the insured vehicle), which it does, the damages would be \$18,010.25. The court would have allowed eight per cent interest per annum on this amount from 30 days after April 16, 2007, the date the loss was reported to AIG, to the date of this judgment, but counsel for AIG represents "there had been a verbal agreement between a

1 AIG attempted to demonstrate that a possible motive for the loss of the vehicle by Cruz is that she could not afford the payments. The credible evidence which is accepted by the court is that merely because she did not have current income to make the monthly payments, she had assets as a result of her savings and proceeds of a personal injury award in an unrelated event.

Substantive Entered 6-9-09  
Counsel/Pro Se Parties notified 6-12-09  
By ☒ JDO ☐ Copy of Memo ☐ Other

representative of [AIG] and the [attorney] for Cruz, that "Cruz would not seek statutory interest against AIG." If this is disputed, I will hear counsel if an appropriate motion is filed with the court. However, this alleged agreement would not prevent interest from accruing after judgment until the judgment is satisfied.

Accordingly, judgment is entered in favor of the third party plaintiff Cruz against the third party defendant AIG in the amount of \$18,010.25 plus interest from the date of this judgment until paid in the amount of eight per cent plus taxable costs.



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Robert I. Berdon  
Judge Trial Referee