

Tammy Devers vs Conemaugh Valley Mutu  
2005-1520-CD

05-1520-CD  
Tammy Devers vs Conemaugh

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

TAMMY L. DEVERS,  
Plaintiff

Vs.

CONEMAUGH VALLEY MUTUAL  
INSURANCE COMPANY,  
Defendant

: No. 05-1520-CD  
: Type of Pleading:  
: **COMPLAINT**  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801  
: (814) 375-5598

FILED 3cc  
012:35pm Atty DuBois  
SEP 30 2005  
William A. Shaw Atty pd. 85.00  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

TAMMY L. DEVERS,	:	No.
Plaintiff	:	
	:	
Vs.	:	
	:	
CONEMAUGH VALLEY MUTUAL INSURANCE COMPANY,	:	
Defendant	:	

**COMPLAINT**

AND NOW, comes the Plaintiff, TAMMY L. DEVERS, by and through her attorney, Jeffrey S. DuBois, Esquire, who files this Complaint, in support thereof avers the following:

1. Plaintiff, Tammy Devers, is an adult individual residing at P.O. Box 180, DuBois, Pennsylvania.
2. Defendant, Conemaugh Valley Mutual Insurance Company, is believed to be a company organized and/or operating an insurance business in Pennsylvania, with an office located at 701 Belmont Avenue, Johnstown, Pennsylvania, 15904.
3. The subject matter of this dispute is a house and real property located in Sandy Township, Clearfield County, Pennsylvania, and therefore jurisdiction is proper before this honorable Court.
4. In 2005, Plaintiff was the sole owner of a house and property located in Sandy Township, Clearfield County, Pennsylvania.
5. The title to said home and property was deeded in Plaintiff's name alone. A copy of said deed is attached hereto and made a part hereof as Exhibit "A".

6. After the purchase by Plaintiff of her home, she contracted with Defendant for insurance on her home.

7. At Defendants insistence, Plaintiff also placed her husband on as an insured for said policy. A copy of said insurance policy is attached hereto and made a part hereof as Exhibit "B".

8. As part of said policy, Defendant agreed to insure the aforementioned premises to Plaintiff in the replacement amount of Eighty Thousand and 00/100 (\$80,000.00) Dollars.

9. In addition, Defendant insured personal property and furnishings within said home in an amount of Fifty Six Thousand and 00/100 (\$56,000.00) Dollars. Also, Plaintiff is insured for additional living expenses of Sixteen Thousand and 00/100 (\$16,000.00) Dollars.

10. Plaintiffs insurance policy with Defendant was in place and current through February 2006.

11. Plaintiff separated from her Husband, Robert Devers, on or about February 4, 2005. Shortly thereafter, her Husband moved out of the home.

12. On or about February 16, 2005, Plaintiff filed for divorce and exclusive possession of the home against her Husband.

13. Thereafter, an Order of Court for Exclusive Possession was granted to Plaintiff by the Court of Common Pleas of Clearfield County, and as part of said Order, Husband was forbidden to come to Plaintiffs home.

14. On or about March 23, 2005, Plaintiff's home was totally destroyed by fire, to include not only the home, but all of the furnishings within said home.

15. Thereafter, Plaintiff requested of Defendant that they honor their insurance policy and reimburse Plaintiff for the replacement cost of the home, specifically Eighty Thousand and 00/100 (\$80,000.00) Dollars, as well as Fifty Six Thousand and 00/100 (\$56,000.00) Dollars for loss of the personal property and furnishings, and Sixteen Thousand and 00/100 (\$16,000.00) Dollars for living expenses.

16. Despite repeated requests by Plaintiff to Defendant, Defendant has refused to honor its insurance policy and reimburse Plaintiff as set forth above.

17. In light of the fact through no fault of Plaintiff, Plaintiff's home has been destroyed by fire, as well as all contents therein, and because of the fact Plaintiff had an insurance policy on said home and contents with Defendant, Defendant has a contractual duty and obligation to honor said insurance policy and pay Plaintiff all monies due thereunder.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in favor of Plaintiff and against Defendant in an amount in excess of One Hundred Fifty Two Thousand and 00/100 (\$152,000.00) Dollars, together with costs, attorney fees, interest, and any other relief this Honorable Court deems just and equitable.

Respectfully submitted,



Jeffrey S. DuBois, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I, TAMMY L. DEVERS, verify that the statements in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

  
\_\_\_\_\_  
Tammy L. Devers

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

Instrument Number - 200402326  
Recorded On 2/17/2004 At 10:24:18 AM

\* Instrument Type - DEED

\* Total Pages - 6

Invoice Number - 105817

\* Grantor - MAIER, ROBERT L

\* Grantee - DEVERS, TAMMY L

\* Customer - DUBOIS, JEFFREY S

\* FEES

RECORDING FEES -	\$15.50
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE TRANSFER TAX	\$580.00
STATE WRIT TAX	\$0.50
SANDY TOWNSHIP	\$290.00
DUBOIS AREA SCHOOLS	\$290.00
TOTAL	\$1,191.00

**\*RETURN DOCUMENT TO:**

JEFFREY S DUBOIS  
190 WEST PARK AVE, SUITE 5  
DUBOIS, PA 15801

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

County Parcel No. \_\_\_\_\_

## THIS DEED,

MADE the 14<sup>th</sup> day of January, in the year two thousand and four (2004)

BETWEEN **ROBERT L. MAIER and GAIL MAIER, his wife**, whose address is 7147 Lakeside Road, Ontario, New York 14519, and **LARRY K. MAIER and DOLORES M. MAIER, his wife**, whose address is 115 Deerfield Drive, Rochester, New York 14609-3033, Pennsylvania 15801, hereinafter referred to as Grantors;

A  
N  
D

**TAMMY L. DEVERS**, a married individual, whose address is 926 West Washington Avenue, DuBois, Pennsylvania 15801, hereinafter referred to as Grantees;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of FIFTY EIGHT THOUSAND DOLLARS (\$58,000.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees:

ALL that certain piece or parcel of land situate, lying and being in the Township of Sandy, County of Clearfield and State of Pennsylvania, known and numbered as Lot No. 10 as per E.F. Hand's plat of lots bounded and described as follows:

BEGINNING at a post at the corner of a twelve (12) foot alley on public road leading from DuBois to Reynoldsville;

THENCE by said road North 56° 15' West, one hundred and nineteen (119) feet, more or less, to lands formerly of T.J. Wayne (now known as lands of school District of Sandy Township "Wayne School");

THENCE by line of said Wayne School lands, South 60° West, two hundred and twenty (220) feet, more or less, to a post at an alley;

THENCE by line of said alley, South 56° 15' East, two hundred and fifteen (215) feet, more or less, to the first mentioned alley;

THENCE by line of said alley, North 33° 45' East, two hundred (200) feet, more or less, to a post and place of beginning.

TO HAVE AND TO HOLD the said described messuage or tenement and tract of land, with its hereditaments, and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

BEING the same premises which were conveyed to Robert L. Maier and Larry K. Maier, by deed of Robert L. Maier and Larry K. Maier, co-executors of the Estate of Lillian G. Maier, deceased, dated March 11, 2000, and recorded in the Office of the Recorder of Deeds in and for Clearfield County as Instrument No. 2000-03941.

**HAZARDOUS WASTE:** THE GRANTORS HEREIN STATE THAT THE HEREINABOVE DESCRIBED PROPERTY IS NOT PRESENTLY BEING USED FOR THE DISPOSAL OF HAZARDOUS WASTE NOR TO THE BEST OF HIS/HER/THEIR KNOWLEDGE, INFORMATION AND BELIEF HAS IT EVER BEEN USED FOR THE DISPOSAL OF HAZARDOUS WASTE. THIS STATEMENT IS MADE IN COMPLIANCE WITH THE SOLID WASTE MANAGEMENT ACT, NO. 1980-97, SECTION 405.

**PROMISES.** And the said Grantors herein will **SPECIALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his/her hand and seal, the day and year first above-written.

2/6/04

Larry K. Maier {Seal}  
LARRY K. MAIER

2/6/04

Dolores M. Maier {Seal}  
DOLORES M. MAIER

State of New York

)

County of MONROE

:ss:

)

On this, the 6th day of January, 2004, before me, the undersigned officer, personally appeared, Larry K. Maier and Dolores M. Maier, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 9/30/06

Patricia Jane Burns

Notary Public

PATRICIA JANE BURNS  
Notary Public, State of New York  
No 01BU5066440  
MONROE COUNTY  
Commission Expires SEPT. 30 2006

IN WITNESS WHEREOF, said Grantor has hereunto set his/her hand and seal, the day and year first above-written.

WITNESS

Maureen S Martell  
Jennifer A Dyer

Robert L Maier \_\_\_\_\_ {Seal}  
ROBERT L MAIER  
Gail Maier \_\_\_\_\_ {Seal}  
GAIL MAIER

State of New York  
County of Monroe

)  
:ss:  
)

On this, the 7th day of February, 2004, before me, the undersigned officer, personally appeared, Robert L. Maier and Gail Maier, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 12/31/05

Jacqueline M. Tanner  
Notary Public

JACQUELINE M. TANNER  
Notary Public, State of New York  
No. 017A8000009  
Qualified in Wayne County  
Commission Expires Dec 31, 2005

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

**Witness:**

Tammy L. Devers  
Tammy L. Devers

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

## **CERTIFICATE OF RESIDENCE**

I/we hereby certify, that the precise residence for the Grantee herein is as follows:  
926 West Washington Avenue, DuBois, Pennsylvania, 15801

**Attorney or Agent for Grantee**

Davis 0174 Renewal

CONEMAUGH VALLEY MUTUAL INSURANCE COM

701 BELMONT AVENUE  
JOHNSTOWN, PA 15904

NON ASSESSABLE POLICY  
MUTUAL COMPANY

This replaces all previously issued policy Declarations. This policy applies only to accidents or losses which happen during this policy period.

DIRECT

Policy Number: 0821265 HO

HOMEOWNERS POLICY

Renewal of....

POLICY PERIOD: 02/16/2005 TO 02/16/2006  
12:01 AM STANDARD TIME

NAMED ROBERT AND TAMMY DEVERS  
INSURED 213 WAYNE ROAD  
DUBOIS PA 15801

AGENCY: DAVE DAVIS ENTPS. INC. \* 0174-00  
237 A. BROAD STREET  
NEW BETHLEHEM, PA 16242  
814-275-1166

**COPY**

The Described Location covered by this policy is located at the above address, unless stated otherwise.  
CLEARFIELD COUNTY

ADDITIONAL RESIDENCE

\*\*\* COVERAGE IS PROVIDED ONLY WHERE A LIMIT OF LIABILITY IS SHOWN \*\*\*  
UNLESS OTHERWISE STATED, A \$500 DEDUCTIBLE APPLIES TO ALL PERILS

PROPERTY COVERAGE (SECTION I)	LIABILITY LIMIT	ADDITIONAL COVERAGES AND PREMIUM
A. RESIDENCE	80,000	PIGA FUND 9
B. APPURTENANT STRUCTURES	8,000	REPLACEMENT COST/CONTENTS-ML55 56
C. PERSONAL PROPERTY	56,000	LIABILITY: INCREASED LIMITS 10
D. ADD'L LIVING EXPENSE	16,000	
PERSONAL LIABILITY (SECTION II)		
EACH OCCURRENCE	300,000	
MEDICAL PAYMENTS PER PERSON PER ACCIDENT	1,000 25,000	
* BASIC ANNUAL PREMIUM *	\$370	* TOTAL ANNUAL PREMIUM * \$445

FORMS AND ENDORSEMENTS

FORM 2 2.0 ML0083 06 99 ML147 1.0 ML223 6.0 ML483 2.1 ML55 2.4 ML788 4.0 PIGA 080100

MORTGAGEE:  
COLDWELL BANKER MORTGAGE  
ISAOA/ATIMA  
PO BOX 5954  
SPRINGFIELD, OH 45501-5954  
LOAN #:

HOME OFFICE COPY

RATING INFORMATION: Protection: 21  
Group No: 16 Construction: FRAME  
Family: 1 Exception: 7

Countersignature Date: 12/30/04 Authorized Signature *Ann L. Murray*

EXHIBIT "B"

TAMMY L. DEVERS, : IN THE COURT OF COMMON PLEAS OF  
PLAINTIFF : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. :  
CONEMAUGH VALLEY : CIVIL ACTION - LAW  
MUTUAL INSURANCE :  
COMPANY, : NO. 05-1520-CD  
DEFENDANT :  
:

**ENTRY OF APPEARANCE**

Please enter my appearance on behalf of Defendant in the above captioned case. Papers may be served at the address stated below.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 1007.1 of the Pennsylvania Rules of Civil Procedure, as amended, a Jury Trial is demanded on all issues raised by the pleadings in the above captioned case.

I certify that this Entry of Appearance and Demand for Jury Trial shall be served forthwith by ordinary mail upon all parties herein.

Dated: October 18, 2005

  
\_\_\_\_\_  
ANDREW L. HORVATH,  
ATTORNEY FOR DEFENDANT

FILED NO CC  
m/j: 21/81  
OCT 19 2005  
S

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION-LAW

TAMMY L. DEVERS, : No. 05-1520-CD  
Plaintiff :  
: Type of Pleading:  
: : ACCEPTANCE OF SERVICE  
Vs. :  
: : Filed on behalf of:  
CONEMAUGH VALLEY : PLAINTIFF  
MUTUAL INSURANCE :  
COMPANY, : Counsel of Record for this Party,  
: : Jeffrey S. DuBois, Esquire  
: : Supreme Court No. 62074  
: : 190 West Park Ave. Suite #5  
: : DuBois, PA 15801  
: : (814) 375-5598  
: :

FILED *2cc*  
01/21/2006 *Atty DuBois*  
OCT 26 2005  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION-LAW

TAMMY L. DEVERS, : No. 05-1520-CD  
Plaintiff :  
: :  
: :  
Vs. : :  
: :  
CONEMAUGH VALLEY :  
MUTUAL INSURANCE :  
COMPANY, :  
: :

ACCEPTANCE OF SERVICE

*Andrew L. Horvath*  
I, ~~Dennis J. Stofko~~, Attorney for the Defendant in the foregoing Complaint action hereby  
accept service of the Complaint on the date set forth below ~~filed with the Prothonotary on~~  
~~\_\_\_\_\_~~, 2005.

Date: OCT. 18, 2005



~~Dennis J. Stofko~~  
Attorney for the Defendant  
*Andrew L. Horvath*

TAMMY L. DEVERS,

PLAINTIFF

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: NO. 05-1520-CD

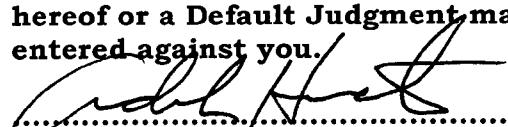
: **ANSWER AND NEW MATTER**

: **JURY TRIAL DEMANDED**

: ANDREW L. HORVATH, ESQUIRE  
P.O. Box 5500  
Johnstown, Pennsylvania 15904  
Telephone No. (814) 262-7341

: Supreme Court I.D. No. 41092

You are hereby notified to plead to the  
within New Matter to the Complaint  
within twenty (20) days from service  
hereof or a Default Judgment may be  
entered against you.

  
ANDREW L. HORVATH, ESQUIRE

FILED  
10/28/05  
OCT 31 2005  
5  
no cc

William A. Shaw  
Prothonotary/Clerk of Courts

TAMMY L. DEVERS, : IN THE COURT OF COMMON PLEAS OF  
PLAINTIFF : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. :  
CONEMAUGH VALLEY : CIVIL ACTION - LAW  
MUTUAL INSURANCE :  
COMPANY, : NO. 05-1520-CD  
DEFENDANT :  
:

**DEFENDANT'S ANSWER AND NEW MATTER**

NOW comes Defendant, by undersigned counsel, and files the following Answer and New Matter to Plaintiff's Complaint.

1. In response to Paragraph 1 of Plaintiff's Complaint, Defendant avers that, after reasonable investigation, it is without sufficient knowledge or information necessary to form a belief as to the truth thereof and strict proof is demanded at trial.

2-5. Admitted.

6-7. In response to Paragraphs 6 and 7 of Plaintiff's Complaint, Defendant admits only that a copy of the applicable insurance declaration page is attached as Exhibit B to the Complaint. All remaining averments of said Paragraphs are specifically denied and strict proof is demanded at trial.

8-9. In response to Paragraphs 8 and 9 of Plaintiff's Complaint, Defendant incorporates herein by reference the entirety of its insuring agreement as a more accurate representation of the parameters of said contract.

10. Admitted.

11-13. In response to Paragraphs 11 through 13 of Plaintiff's Complaint, Defendant avers that, after reasonable investigation, it is without sufficient knowledge or information necessary to form a belief as to the truth thereof and demands strict proof at trial. Moreover, Defendant avers that no timely information was provided to it by Plaintiff regarding said allegations of changed circumstances.

14. Admitted.

15-17. In response to Paragraphs 15 through 17 of Plaintiff's Complaint, Defendant admits that Plaintiff has made a claim for the fire loss under the policy, but denies that any coverage exists for the reasons stated in the New Matter of this pleading, which New Matter is incorporated herein by reference as if stated in full.

NEW MATTER

18. Attached hereto as Exhibit 1 is the declaration page and relevant policy provisions of the insuring agreement between the parties that started on February 16, 2005 and was in effect on the date of the loss.

19. The named insureds on the policy were Robert and Tammy Devers.

20. The policy specifically excludes any payment to any insured for loss which results from any act committed by any insured with the intent to cause a loss.

21. It is believed and averred that the March 23, 2005 fire loss was the result of an intentional act of named insured Robert Devers. Attached hereto

as Exhibit 2 is the guilty plea of Robert Devers to arson in connection with said fire.

22. The policy provides that it is void if before or after a loss material facts are concealed or misrepresented regarding the insured premises, an insured's interest, or the subject of the insurance.

23. The policy specifically provides for how much will be paid for any covered loss.

24. There was no person in residence at the 213 Wayne Road property for greater than thirty (30) days preceding the loss.

25. Defendant claims all applicable provisions of the attached policy to limit or bar any policy coverage for Plaintiff for the March 23, 2005 fire loss.

WHEREFORE, Defendant denies that it is indebted to Plaintiff in any amount whatsoever, prays for the entry of judgment on its behalf, and demands a trial by jury.



---

ANDREW L. HORVATH,  
ATTORNEY FOR DEFENDANT

74 Renewal

CONEMAUGH VALLEY MUTUAL INSURANCE COM

701 BELMONT AVENUE  
JOHNSTOWN, PA 15904

NON ASSESSABLE POLICY  
MUTUAL COMPANY

is replaces all previously issued policy Declarations. This policy applies only to accidents or losses which happen during this policy period.

LECT

Policy Number: 0821265 HO  
Renewal of....:

HOMEOWNERS POLICY

POLICY PERIOD: 02/16/2005 TO 02/16/2006  
12:01 AM STANDARD TIME

NAMED ROBERT AND TAMMY DEVERS  
INSURED 213 WAYNE ROAD  
DUBOIS PA 16801

AGENCY: DAVE DAVIS ENTPS. INC. \* 0174-00  
237 A. BROAD STREET  
NEW BETHLEHEM, PA 16242  
814-275-1166

**COPY**

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LEARFIELD COUNTY

ADDITIONAL RESIDENCE

\*\* COVERAGE IS PROVIDED ONLY WHERE A LIMIT OF LIABILITY IS SHOWN \*\*\*  
UNLESS OTHERWISE STATED, A \$500 DEDUCTIBLE APPLIES TO ALL PERILS

PROPERTY COVERAGE (SECTION I)	LIABILITY LIMIT	ADDITIONAL COVERAGES AND PREMIUM
RESIDENCE	80,000	PIGA FUND 9
APPURtenant STRUCTURES	8,000	REPLACEMENT COST/CONTENTS-ML55 56
PERSONAL PROPERTY	56,000	LIABILITY: INCREASED LIMITS 10
ADD'L LIVING EXPENSE	16,000	
PERSONAL LIABILITY (SECTION II)		
ACH OCCURRENCE	300,000	
EDICAL PAYMENTS PER PERSON PER ACCIDENT	1,000 25,000	
BASIC ANNUAL PREMIUM *	\$370	* TOTAL ANNUAL PREMIUM * \$445

FORMS AND ENDORSEMENTS

ORM 2 2.0 ML0083 06 99 ML147 1.0 ML223 6.0 ML483 2.1 ML55 2.4 ML788 4.0 PIGA 080100

MORTGAGEE:

OLDWELL BANKER MORTGAGE

SAOA/ATIMA

BOX 5954

PRINGFIELD, OH 45501-5954

CAN #:

HOME OFFICE COPY

ATING INFORMATION: Protection: 21  
Group No: 16

Construction: FRAME  
Family: 1  
Exception: 7

Countersignature Date: 12/30/04 Authorized Signature

*Carol G Murray*

EXHIBIT

## BROAD FORM

The following Table of Contents shows how the policy is organized. It will help "you" locate particular sections of the policy.

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Endorsements and schedules may also be part of this policy. They are identified on the "declarations".

Refer to the Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

### AGREEMENT

This policy, subject to all of its "terms", provides property and liability insurance and other described coverages during the policy period. In return "you" must pay the required premium. Each of the Principal Coverages described in this policy applies only if a "limit" is shown on the "declarations" for that coverage.

## DEFINITIONS

1. The words "you" and "your" mean the person or persons named as the insured on the "declarations". This includes "your" spouse if a resident of "your" household.
2. The words "we", "us", and "our" mean the company providing this insurance.
3. "Bodily injury" means bodily harm to a person and includes sickness, disease, or death. This also includes required care and loss of services.

"Bodily injury" does not mean bodily harm, sickness, disease, or death that arises out of:

- a. a communicable disease;
- b. the actual, alleged, or threatened sexual molestation of a person;
- c. mental or emotional injury, suffering, or distress that does not result from physical injury;
- d. physical abuse;
- e. corporal punishment; or
- f. the use, sale, manufacture, delivery, transfer, or possession by any person of Controlled Substances as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812, including any amendments. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs. However, this does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

4. "Business" means a trade, a profession, or an occupation including farming, all whether full or part time. This includes the rental of property to others. It does not include the occasional rental for residential purposes of the part of the "insured premises" normally occupied solely by "your" household.

"Business" includes services regularly provided by an "insured" for the care of others and for which an "insured" is compensated. A mutual exchange of like services is not considered compensation.

"Business" does not include:

- a. part-time or seasonal activities that are performed by minors; or
- b. activities that are related to "business", but are usually not viewed as "business" in nature.
5. "Declarations" are all pages labeled Declarations, Supplemental Declarations, or Schedules which pertain to this policy.
6. "Domestic employee" means a person employed by an "insured" to perform duties that relate to the use and care of the "insured premises". This includes a person who performs duties of a similar nature elsewhere for an "insured". This does not include a person while performing duties in connection with the "business" of an "insured".
7. "Insured" means:
  - a. "you";
  - b. "your" relatives if residents of "your" household;
  - c. persons under the age of 21 residing in "your" household and in "your" care or in the care of "your" resident relatives; and

d. "your" legal representative, if "you" die while insured by this policy. This person is an "insured" only for liability arising out of the "insured premises". An "insured" at the time of "your" death remains an "insured" while residing on the "insured premises".

Under Coverages L and M, "insured" also includes:

e. persons using or caring for vehicles, watercraft, or animals owned by an "insured" as defined under a., b., or c. above and to which this insurance applies (This does not include persons using or caring for vehicles, watercraft, or animals in the course of "business" or without the owner's consent.);

f. persons in the course of performing domestic duties that relate to the "insured premises"; and

g. persons in the course of acting as "your" real estate manager for the "insured premises".

Each of the above is a separate "insured", but this does not increase "our" "limit".

8. "Insured premises"

a. Described Location: If "you" own and reside in the "residence" shown on the "declarations" as the described location, the "insured premises" means:

- 1) that "residence"; and
- 2) related private structures and grounds at that location.

If the "residence" is a townhouse or a row house, item 2) above includes only related private structures and grounds at that location used or occupied solely by "your" household for residential purposes.

b. Under Coverages L and M, "insured premises" also includes:

- 1) all other premises shown on the "declarations";
- 2) that part of a residential premises, acquired by "you" during the policy period, and to be used by "you" as "your" place of residence;
- 3) all vacant land owned by or rented to an "insured". This includes land where a "residence" is being built for the use of an "insured". This does not include farm land;
- 4) "your" cemetery lots and "your" burial vaults or those of "your" resident relatives;
- 5) that part of a premises not owned by an "insured" if it is temporarily used as a residential premises by an "insured";
- 6) all premises used by "you" in connection with the premises shown on the "declarations" as the described location;
- 7) all access ways immediately adjoining the "insured premises"; and
- 8) that part of premises occasionally rented to an "insured" for other than "business" purposes.

9. "Limit" means the amount of coverage that applies.

10. "Motorized vehicle" means a self-propelled land or amphibious vehicle regardless of method of surface contact.

This does not include vehicles that are designed and used to assist the handicapped and are not required to be licensed for road use.

11. "Motor vehicle" means a "motorized vehicle", a trailer, or a semi-trailer, and all attached machinery or equipment, if:

- a. it is subject to "motor vehicle" registration; or
- b. it is designed for use on public roads.

12. "Occurrence" means an accident, including repeated exposures to similar conditions, that results in "bodily injury" or "property damage" during the policy period.

13. "Pollutant" means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.

14. "Property damage" means:

- a. physical injury or destruction of tangible property; or
- b. the loss of use of tangible property whether or not it is physically damaged.

15. "Recreational motor vehicle" means a "motorized vehicle", a trailer, or attached equipment that is designed or is used for leisure time activities, and which is not a "motor vehicle".

16. "Residence" means a one- to four-family house, a townhouse, a row house, or a one- or two-family mobile home used mainly for family residential purposes.

17. "Terms" means all provisions, limitations, exclusions, conditions, "declarations", and definitions used in this policy.

## PROPERTY COVERAGES

### PRINCIPAL PROPERTY COVERAGES

#### Coverage A -- Residence

"We" cover the "residence" on the "insured premises". This includes additions and built-in components and fixtures, as well as building materials and supplies located on the "insured premises" for use in the construction, alteration, or repair of the "residence".

"We" do not cover land, including the land on which covered property is located, underground water, or surface water.

"We" do not cover trees, plants, shrubs, or lawns, except as provided under Incidental Property Coverages.

#### Coverage B -- Related Private Structures

"We" cover related private structures on the "insured premises" which are not attached to "your" "residence". Structures that are connected to "your" "residence" by only a fence, a utility line, or a similar connection are not considered attached.

"We" cover fences, driveways, sidewalks, and other permanently installed outdoor fixtures, and building materials and supplies located on the "insured premises" for use in the construction, alteration, or repair of a related private structure.

"We" do not cover land, including the land on which covered property is located, underground water, or surface water.

"We" do not cover structures used for "business" purposes. However, this does not apply to structures:

1. rented to a tenant of the "residence" on the "insured premises" and not used for "business"; or
2. used solely for private garage purposes.

"We" do not cover trees, plants, shrubs, or lawns, except as provided under Incidental Property Coverages.

#### Coverage C -- Personal Property

1. "We" cover personal property owned by or in the care of an "insured". Coverage for personal property usually on residential premises of an "insured" other than the "insured premises" is limited to 10% of the Coverage C "limit".
2. "We" cover personal property in a newly acquired principal place of residence. The full Coverage C "limit" applies for 30 days from the date "you" begin to move. After that, coverage for personal property in a newly acquired principal place of residence is limited to 10% of the Coverage C "limit". This coverage does not extend past the date on which the policy expires or the date on which the policy is terminated.
3. At "your" option, personal property owned by a guest or "domestic employee" is covered while it is in that part of residential premises occupied by an "insured".
4. **Limitations on Certain Property** -- The special "limits" shown below do not increase the Coverage C "limit". The "limit" for each class is the total "limit" per occurrence for all items in that class.
  - a. \$250 on money, bank notes, bullion, gold other than goldware and gold-plated ware, silver other than silverware and silver-plated ware, platinum, and numismatic property.

- b. \$1,500 on securities, stamps, letters of credit, notes other than bank notes, personal records, tickets, accounts, deeds, evidence of debt, passports, and manuscripts. This special "limit" applies regardless of the medium on which these items exist, and includes the cost of research or other expenses necessary to reproduce, replace, or restore the item.
- c. \$1,500 on electronic devices, accessories, and antennas that can be operated from the electrical system of a "motorized vehicle" or watercraft and by other sources of power, including films, tapes, wires, discs, records, or other media for use with such devices. This limitation applies:
  - 1) while the devices are in or on a "motorized vehicle" or watercraft; and
  - 2) while the devices are not in or on a "motorized vehicle" or watercraft, if the devices:
    - a) are used in whole or in part for "business" purposes; and
    - b) are away from the "insured premises".
- d. \$1,500 on watercraft including their trailers, furnishings, equipment, and engines or motors.
- e. \$1,500 on trailers not otherwise provided for.
- f. For loss by theft:
  - 1) \$2,500 on jewelry, watches, precious and semiprecious stones, gems, and furs;
  - 2) \$2,500 on silverware, goldware, pewterware, and items plated with gold or silver; and
  - 3) \$2,500 on guns.

g. For loss to personal property used, in whole or in part, for "business" purposes:

- 1) \$2,500 on property while on the "insured premises"; and
- 2) \$250 on property while away from the "insured premises". However, this special "limit" does not apply to electronic devices, accessories, and antennas, including films, tapes, wires, discs, records, or other media for use with such devices, that can be operated from the electrical system of a "motorized vehicle" or watercraft and by other sources of power.

These special "limits" include the cost of research or other expenses necessary to reproduce, replace, or restore "business" data.

5. **Personal Property Not Covered** -- "We" do not cover:

- a. property covered by scheduled insurance;
- b. animals, birds, fish, or insects;
- c. "motorized vehicles". This includes:
  - 1) their parts, equipment, and accessories. This does not include property listed in item c. above under Limitations on Certain Property; and
  - 2) electronic devices, accessories, or antennas that can be operated only from the electrical system of a "motorized vehicle", including films, tapes, wires, discs, records, or other media for use with such devices;

while in or on a "motorized vehicle".

"We" do cover "motorized vehicles" that are not subject to "motor vehicle" registration if they are designed and used to assist the handicapped or used only to service the "insured premises";

- d. aircraft, including their parts and equipment. This does not include model aircraft which is not designed or used to carry people or cargo;
- e. property of roomers or boarders who are not "insureds";
- f. trees, plants, shrubs, or lawns, except as provided under Incidental Property Coverages;
- g. loss that results from credit or debit cards, except as provided under Incidental Property Coverages; or
- h. land, including the land on which covered property is located, underground water, or surface water.

**Coverage D -- Additional Living Costs and Loss of Rent**

"We" pay the necessary and reasonable increase in living costs "you" incur to maintain the normal standard of living of "your" household if a part of the "insured premises" occupied by "your" household is made unfit for use by an insured loss. "We" pay only for the period of time reasonably required to make the "insured premises" fit for use or until "your" household is permanently relocated, whichever is less. This period of time is not limited by the policy period.

"We" pay for the rent "you" lose or the fair rental value if the part of the "insured premises" rented or held for rental to others is made unfit for use by an insured loss. "We" pay only for the period of time reasonably required to make the "insured premises" fit for use or until "your" household is permanently relocated, whichever is less. Loss of rent is the amount "you" would have received less the charges and expenses that do not continue while the "insured premises" is unfit for use. This period of time is not limited by the policy period.

"We" pay "your" additional living costs and loss of rent or fair rental value as described above for up to two weeks if a premises neighboring the "insured premises" is damaged from a peril insured against by this policy and "you" may not, by order of civil authority, use the "insured premises". This is not limited by the policy period.

"We" do not pay for loss of rent or costs due to the cancellation of a lease or an agreement.

The "limit" shown on the "declarations" for Coverage D is the most "we" pay for all of the coverages described above.

#### INCIDENTAL PROPERTY COVERAGES

This policy provides the following Incidental Property Coverages. They are subject to all of the "terms" of the applicable Coverages A, B, or C. These coverages provide additional insurance unless otherwise stated.

**1. Emergency Removal** -- "We" pay for direct physical loss to covered property that is moved from a premises to prevent a loss from perils insured against. The property is covered for up to 30 days, however this coverage does not extend past the date on which this policy expires.

"We" pay up to \$250 towing charge to move a covered mobile home that is in danger from a peril insured against.

This coverage does not increase the "limits" shown for the property being removed. The Exclusions That Apply To Property Coverages do not apply to this coverage, however "we" do not pay any "insured" for loss which results from any act committed by or at the direction of any "insured" with the intent to cause a loss.

**2. Debris Removal** -- "We" pay for the cost to remove the debris of covered property after a loss. The loss must be caused by a peril that applies to the damaged property. "We" also pay for the cost to remove volcanic ash, dust, or particulate matter that causes direct physical loss to property covered under Coverages A, B, or C.

"You" may apply up to 25% of the "limit" that applies to the damaged property to cover debris removal. "We" will not pay more for direct physical loss to property and debris removal combined than the "limit" that applies to the damaged property. However, when the covered loss plus the cost of debris removal is more than the applicable "limit", "we" will pay up to an extra 5% of the applicable "limit" to cover the cost of debris removal.

This coverage does not include any cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants".

"We" also pay the cost to remove fallen trees which:

- a. cause damage to property covered under Coverages A, B, or C; or
- b. obstruct access to a driveway on the "insured premises";

if the falling of the tree is caused by any of the perils insured against described under Coverage C and coverage is not provided elsewhere by this policy.

Regardless of the number of fallen trees, the most "we" will pay is \$500 per occurrence.

**3. Increased Cost -- Ordinance or Law --**  
"We" pay for the increased cost which results from the enforcement of a code, ordinance, or law which regulates the use, construction, repair, or demolition of property or the removal of its debris when loss to property covered under Coverages A or B is caused by a peril insured against.

"You" may apply up to 25% of the "limit" that applies to the damaged property to cover such increased costs. "We" will not pay more for direct physical loss to property and the increased costs combined than the "limit" that applies to the damaged property. However, when the covered loss plus the increased cost is more than the applicable "limit", "we" will pay up to an extra 10% of the applicable "limit" to cover the increased cost which results from the enforcement of a code, ordinance, or law which regulates the use, construction, repair, or demolition of the property or the removal of its debris.

However, "we" do not pay for:

- a. any loss in value of property which results from the enforcement of a code, ordinance, or law; or
- b. any loss, cost, or expense which results from the enforcement of a code, ordinance, or law requiring that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants".

**4. Fire Department Service Charge --** "We" pay for charges assumed by "you" under a contract or agreement when a fire department is called to save or protect covered property from a peril insured against.

The most "we" pay is \$500 per occurrence unless a higher "limit" is shown on the "declarations".

**5. Credit Card, Forgery, and Counterfeit Money --** "We" pay for loss if an "insured":

- a. by law must pay for the unauthorized use of credit or debit cards issued or registered in the name of an "insured";
- b. has a loss when checks, drafts, notes, or negotiable instruments are forged or altered; or
- c. accepts in good faith counterfeit United States or Canadian paper money.

The most "we" pay is \$1,500 per occurrence unless a higher "limit" is shown on the "declarations".

"We" do not pay for a loss if:

- a. an "insured" has not complied with the rules under which the credit or debit card was issued;
- b. the loss is caused by the dishonesty of an "insured";
- c. the loss results from the "business" of an "insured"; or
- d. the loss occurs while a person who is not an "insured" has the credit or debit card with the consent of an "insured".

**6. Trees, Plants, Shrubs, or Lawns --** "We" pay for direct physical loss to trees, plants, shrubs, or lawns on the "insured premises" caused by:

- a. fire or lightning, explosion, riot or civil commotion, aircraft;
- b. vehicles if not owned or operated by an occupant of the "insured premises"; or

c. vandalism or theft.

"You" may apply up to 10% of the Coverage C "limit" to cover trees, plants, shrubs, or lawns. "We" do not pay more than \$500 for each tree, plant, or shrub. This includes the cost to remove the debris of the covered item.

"We" do not cover trees, plants, shrubs, or lawns grown for "business".

7. **Grave Markers** -- "We" pay up to \$1,500 for direct physical loss to grave markers and mausoleums caused by a peril insured against described under Coverage C.
8. **Collapse** -- "We" pay for direct physical loss to covered property involving the collapse of a building or a part of a building caused by the following:
  - a. any of the perils insured against described under Coverage C. Under this coverage, these perils apply to covered buildings and personal property;
  - b. hidden insect or vermin damage or hidden decay;
  - c. weight of contents or people;
  - d. weight of rain which collects on a roof; or
  - e. the use of defective materials or methods in construction or repair if the collapse occurs during the course of construction or repair.

Under b. through e. above, unless the loss is the direct result of the collapse of a building, "we" do not pay for loss to awnings; swimming pools; fences; patios; paved areas; retaining walls; bulkheads; foundations; wharves; docks; piers; underground pipes, flues, and drains; cesspools; or septic tanks.

Collapse does not mean settling, cracking, shrinking, bulging, or expanding. This coverage does not increase the "limits" shown for the property covered.

Under Exclusions That Apply To Property Coverages, the exclusion for Errors, Omissions, and Defects does not apply to this coverage.

9. **Glass Breakage** -- "We" pay for breakage of glass that is part of a structure. "We" pay to replace the damaged glass with safety glazing materials if required by code, ordinance, or law. "We" also pay for direct physical loss to covered property which is damaged by the breakage of glass that is part of a structure. However, "we" do not pay for loss on the "insured premises" if the "residence" is vacant for more than 30 days in a row just before the loss. A "residence" being built is not vacant.

This coverage does not increase the "limits" shown for the property covered.

10. **Refrigerated Food Spoilage** -- "We" pay for spoilage of food in a freezer or refrigerated unit on the "insured premises". The spoilage must be caused by change in temperature resulting from:
  - a. interruption of electrical service to refrigeration equipment caused by damage to the generating or transmission equipment; or
  - b. mechanical or electrical breakdown of the refrigeration equipment.

"You" must maintain the refrigeration equipment in proper working order.

The most "we" pay is \$500 per occurrence unless a higher "limit" is shown on the "declarations".

Under Exclusions That Apply To Property Coverages, Power Disruption and the reference to mechanical breakdown under Wear and Tear do not apply to this coverage.

**11. Loss Assessment** -- "We" pay for "your" share of an assessment made by "your" homeowners, condominium, mobile-homeowners, or similar residential association. Coverage applies only when the assessment:

- a. is made during the policy period;
- b. results from direct loss to the property owned collectively by all association members and is caused by a peril insured against described under Coverage A other than:
  - 1) earthquake; or
  - 2) land shock waves or tremors before, during, or after a volcanic eruption, explosion, or effusion; and

- c. is charged against "you" as owner or tenant of the premises shown on the "declarations" as the described location.

However, "we" do not pay for assessments charged against "you" or "your" association by any governmental body or authority.

The most "we" pay is \$1,500 per occurrence. This "limit" is the most "we" pay for any one loss, regardless of the number of assessments.

Under Policy Conditions, Policy Period does not apply to this coverage.

**PERILS INSURED AGAINST --  
COVERAGES A, B, C, AND D**

"We" insure against direct physical loss to property covered under Coverages A, B, or C caused by the following perils, unless the loss is excluded under the Exclusions That Apply To Property Coverages:

**1. Fire or Lightning**

**2. Windstorm or Hail** -- However, "we" do not pay for loss:

- a. to the interior of a structure, or to property inside, caused by dust, rain, sand, sleet, snow, or water, all whether driven by wind or not, which enter through an opening in the structure not made by the direct force of wind or hail; or
- b. to watercraft or their trailers, furnishings, equipment, or engines or motors unless inside a fully enclosed building. "We" do cover canoes and rowboats while on the "insured premises".

**3. Explosion**

**4. Riot or Civil Commotion**

**5. Aircraft**

**6. Vehicles** -- However, "we" do not pay for loss to fences, driveways, or walks caused by a vehicle owned or operated by an occupant of the "insured premises".

**7. Sudden and Accidental Damage from Smoke** -- However, "we" do not pay for loss caused by smoke from agricultural smudging or industrial operations.

**8. Sinkhole Collapse** -- This means direct physical loss caused by sudden settlement or collapse of earth supporting covered property. The earth settlement or collapse must result from subterranean voids created by the action of water on a limestone or similar rock formation.

However, "we" do not cover the value of land or the cost of filling sinkholes.

**9. Volcanic Action -- This means:**

- a. airborne volcanic blast or airborne shock waves;
- b. ash, dust, or particulate matter; and
- c. lava flow.

However, "we" do not cover removal of ash, dust, or particulate matter that does not cause direct physical loss to covered property.

**10. Vandalism --** However, "we" do not pay for loss to property on the "insured premises" if the "residence" is vacant for more than 30 days in a row just before the loss. A "residence" being built is not vacant.

**11. Theft --** This includes attempted theft and loss of property from a known place when it is likely that theft occurred. However, "we" do not cover:

- a. theft by an "insured";
- b. theft in or to a dwelling being built, or theft of materials or supplies for use in construction of the dwelling, until the dwelling is occupied for its intended use;
- c. loss of a precious or semiprecious stone from its setting;
- d. loss that results from the theft of a credit or debit card, except as provided under Incidental Property Coverages;
- e. theft from a part of the "insured premises" usually occupied solely by an "insured" while it is rented to others; or
- f. theft that occurs away from the "insured premises" of:

- 1) property while on the part of residential premises which an "insured" owns, rents, or occupies, except for the time while an "insured" temporarily resides there. "We" do cover the property of an "insured" who is a full-time student while it is in the living quarters occupied by the student at school;
- 2) trailers or their equipment;
- 3) campers or camper bodies; or
- 4) watercraft or their furnishings, equipment, or engines or motors.

**12. Falling Objects --** However, "we" do not pay for loss to:

- a. the interior of a structure, or to the property inside, unless the falling object has first damaged an outside wall or the roof of the structure by impact; or
- b. the object which falls.

**13. Weight of Ice, Snow, or Sleet which** damages a structure or the property inside a structure. However, "we" do not pay for loss to:

- a. awnings or canopies and their supports; or
- b. swimming pools, retaining walls, fences, piers, wharves, foundations, patios, or paved areas.

**14. Sudden and Accidental Tearing Apart, Cracking, Burning, or Bulging of a** heating, air-conditioning, or automatic fire protective sprinkling system or water heater. However, "we" do not pay for loss caused by freezing, except as provided under the peril of Freezing.

15. **Accidental Discharge or Overflow of Liquids or Steam** from a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system; water heater; or domestic appliance. However, "we" do not pay for loss:

- caused by continuous or repeated seepage or leakage;
- if the "residence" has been vacant for more than 30 days in a row just before the loss. A "residence" being built is not vacant;
- caused by freezing, except as provided under the peril of Freezing;
- on the "insured premises" caused by accidental discharge or overflow which comes from off the "insured premises"; or
- to the system, heater, or appliance from which the liquid or steam escapes. ("We" do pay the reasonable cost of removing and replacing only those parts of the building or mobile home needed to repair the system, heater, or appliance.)

In this peril, plumbing systems and domestic appliances do not include a sump, sump pump, or related equipment.

16. **Freezing** of a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system; water heater; or domestic appliance. However, "we" do not pay for loss on the "insured premises" while the "residence" is vacant or unoccupied or under construction and unoccupied, unless "you" have taken reasonable care to:

- maintain heat in the building or mobile home; or
- shut off the liquid supply and drain the system, heater, or domestic appliance.

17. **Sudden and Accidental Damage from Artificially Generated Electrical Currents**  
-- However, "we" do not pay for loss to tubes, transistors, and similar electronic components.

#### EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES

- "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events:
  - Ordinance or Law** -- "We" do not pay for:
    - any loss or increased cost which results from the enforcement of a code, ordinance, or law which regulates the use, construction, repair, or demolition of property or the removal of its debris, except as provided under Incidental Property Coverages;
    - any loss in value of property which results from the enforcement of a code, ordinance, or law; or
    - any loss, cost, or expense which results from the enforcement of a code, ordinance, or law requiring that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants".
  - This applies whether or not there has been physical damage to covered property.
  - Civil Authority** -- "We" do not pay for a loss which results from order of civil authority, except as provided under Coverage D.

"We" do pay for loss which results from acts of a civil authority to prevent the spread of fire. "We" do not pay if the fire was caused by an excluded peril.

- c. **Nuclear Hazard** -- "We" do not pay for loss which results from nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by, contributed to, or aggravated by a peril insured against; and whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
- d. **War** -- "We" do not pay for loss which results from declared or undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure, or use of property for a military purpose. It includes the consequences of these. Discharge of a nuclear weapon is deemed an act of war even if it is accidental.
- e. **Neglect** -- "We" do not pay for loss which results from the neglect of the "insured" to use all reasonable means to save and preserve covered property at and after the time of a loss.
- f. **Earth Movement** -- "We" do not pay for loss which results from earth movement whether the earth movement results from natural or artificial causes.

Earth movement includes but is not limited to:

- 1) earthquake;
- 2) landslide, subsidence, erosion;

- 3) mudflow;
- 4) earth sinking, rising, shifting, expanding, or contracting. This does not include Sinkhole Collapse as described under Perils Insured Against; and
- 5) volcanic eruption, explosion, or effusion. Volcanic eruption, explosion, or effusion does not include Volcanic Action as described under Perils Insured Against.

"We" do pay for direct loss caused by fire; explosion (other than a volcanic explosion); and theft resulting from earth movement.

"We" do pay for the breakage of glass that is part of a covered structure resulting from earth movement.

- g. **Water Damage** -- "We" do not pay for loss which results from the following:
  - 1) flood, surface water, waves, tidal water, overflow of a body of water, or spray, all whether driven by wind or not;
  - 2) water or sewage which backs up through sewers or drains or water which overflows from within a sump pump, sump pump well, or other type of system designed to remove subsurface water which is drained from the foundation area; or
  - 3) water below the surface of the ground. This includes water which exerts pressure on, or seeps or leaks through or into a building, sidewalk, driveway, foundation, swimming pool, or other structure.

"We" do pay for direct loss caused by fire; explosion (other than a volcanic explosion); and theft resulting from water damage.

h. **Power Disruption** -- "We" do not pay for loss which results from the disruption of power or other utility service, whether or not it is caused by a peril insured against, if the cause of the disruption is not on the "insured premises".

"We" do pay for direct loss that is otherwise covered by this policy which occurs on the "insured premises" as a result of the disruption of power.

i. **Intentional Acts** -- "We" do not pay any "insured" for loss which results from any act committed by or at the direction of any "insured" with the intent to cause a loss.

2. "We" do not pay for loss if one or more of the following exclusions apply to the loss. However, "we" do pay for an ensuing loss that is otherwise covered by this policy.

- a. **Weather Conditions** -- "We" do not pay for loss which results from weather conditions that initiate, set in motion, or in any way contribute to losses excluded under the preceding Exclusions That Apply To Property Coverages (Numbers 1. a. through 1. i.).
- b. **Errors, Omissions, and Defects** -- "We" do not pay for loss which results from one or more of the following:
  - 1) an act, error, or omission (negligent or not) relating to:
    - a) land use;
    - b) the design, specification, construction, workmanship, or installation of property;
    - c) planning, zoning, development, surveying, siting, grading, compaction; or

d) maintenance of property (including land, structures, or improvements); whether on or off the "insured premises"; or

2) a defect, a weakness, the inadequacy, a fault, or unsoundness in materials used in construction or repair whether on or off the "insured premises";

except as provided under the Incidental Property Coverage for Collapse.

c. **Wear and Tear** -- "We" do not pay for loss which results from wear and tear, marring, deterioration, inherent vice, latent defect, mechanical breakdown, rust, wet or dry rot, corrosion, mold, contamination, or smog.

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## LIABILITY COVERAGES

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### PRINCIPAL COVERAGES -- LIABILITY AND MEDICAL PAYMENTS TO OTHERS

**Coverage L -- Personal Liability** -- "We" pay, up to "our" "limit", all sums for which an "insured" is liable by law because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies. "We" will defend a suit seeking damages if the suit resulted from "bodily injury" or "property damage" not excluded under this coverage. "We" may make investigations and settle claims or suits that "we" decide are appropriate. "We" do not have to provide a defense after "we" have paid an amount equal to "our" "limit" as a result of a judgment or written settlement.

**Coverage M -- Medical Payments To Others**  
-- "We" pay the necessary medical expenses if they are incurred or medically determined within three years from the date of an accident causing "bodily injury" covered by this policy. Medical expenses means the reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, and funeral services; prosthetic devices; hearing aids; prescription drugs; and eyeglasses, including contact lenses. This applies only to:

1. a person on the "insured premises" with the permission of an "insured"; and
2. a person away from the "insured premises" if the "bodily injury":
  - a. is a result of a condition on an "insured premises";
  - b. is caused by an activity of an "insured";
  - c. is caused by a person in the course of performing duties as a "domestic employee";
  - d. is caused by an animal owned by or in the care of an "insured"; or
  - e. is sustained by a "domestic employee" and arises out of and in the course of employment.

#### INCIDENTAL LIABILITY COVERAGES

This policy provides the following Incidental Liability Coverages. They are subject to all of the "terms" of Coverages L and M. Except for Damage to Property of Others, Claims and Defense Cost, First Aid Expense, and Loss Assessment, they do not increase the "limits" stated for the Principal Coverages.

1. **Damage to Property of Others** -- Regardless of an "insured's" legal liability, "we" pay for property of others damaged by an "insured", or "we" repair or replace the property, to the extent practical, with property of like kind and quality. "Our" "limit" for this coverage is \$500 per "occurrence".

The exclusions that apply to Coverages L and M do not apply to this coverage. However, "we" do not pay for damage to property:

- a. owned by an "insured", or owned by, rented to, or leased to another resident of "your" household or the tenant of an "insured";
- b. caused intentionally by an "insured" who has attained the age of 13; or
- c. resulting in whole or in part from:
  - 1) activities related to a "business" of an "insured";
  - 2) premises owned, rented, or controlled by an "insured", other than an "insured premises"; or
  - 3) the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of "motorized vehicles", aircraft, or watercraft. "We" do pay for "property damage" to "motorized vehicles" not subject to "motor vehicle" registration and not owned by an "insured" if the "motorized vehicle" is used only to service the premises or if it is designed for recreational use off public roads.

2. **Contracts and Agreements** -- "We" pay for damages for "bodily injury" or "property damage", where the liability of others is assumed by an "insured" under a written contract:
  - a. that directly relates to the ownership, maintenance, or use of an "insured premises"; or
  - b. if the contract was made before the loss.

The loss causing the "bodily injury" or "property damage" must have occurred during the policy period.

3. **Claims and Defense Cost** -- If "we" defend a suit, "we" pay:
  - a. the costs taxed to an "insured";
  - b. the costs incurred by "us";
  - c. the actual loss of earnings by an "insured" for time spent away from work at "our" request ("We" pay up to \$50 per day.);
  - d. the necessary costs incurred by "you" at "our" request;
  - e. the interest which accrues after the entry of a judgment, but ending when "we" tender or pay up to "our" "limit";
  - f. the premiums on appeal bonds or bonds for the release of attachments up to "our" "limit" ("We" are not required to apply for or furnish bonds.);
  - g. the premiums up to \$500 per bail bond required of an "insured" because of an accident or a traffic law violation arising out of the use of a vehicle to which Coverages L and M apply ("We" are not required to apply for or furnish bonds.); and
  - h. prejudgment interest awarded against an "insured" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any prejudgment interest based on that period of time after the offer.
4. **First Aid Expense** -- "We" pay the expenses incurred by an "insured" for first aid to persons, other than "insureds", for "bodily injury" covered by this policy.
5. **Motorized Vehicles** -- "We" pay for the "bodily injury" or the "property damage" which:

- a. occurs on the "insured premises" and is a result of the ownership, maintenance, use, loading, or unloading of:
  - 1) a "motorized vehicle" if it is not subject to "motor vehicle" registration because of its type or use; or
  - 2) a "recreational motor vehicle".
- b. results from:
  - 1) a golf cart while used for golfing purposes;
  - 2) a utility, boat, camp, or mobile home trailer. However, this coverage does not apply to "bodily injury" or "property damage" resulting from a trailer which:
    - a) is carried on, towed by, or attached to a "motor vehicle" or a "recreational motor vehicle"; or
    - b) becomes detached while being carried on or towed by a "motor vehicle" or a "recreational motor vehicle"; or
  - 3) a "motorized vehicle" which is designed only for use off public roads and which is used mainly to service the "insured premises". However, this coverage does not apply to "bodily injury" or "property damage" which results from a "motorized vehicle" owned by an "insured" while used for recreational purposes away from the "insured premises", other than a golf cart while used for golfing purposes.
  - c. results from an "insured's" use of a "recreational motor vehicle" which is not owned by an "insured".

6. Watercraft --

- a. "We" pay for the "bodily injury" or the "property damage" which results from the maintenance, use, loading, or unloading of:
  - 1) a watercraft while it is on the "insured premises";
  - 2) a watercraft which is not owned by or rented to an "insured" if the loss is a result of the activities of an "insured";
  - 3) a watercraft which is not owned by an "insured" and which is powered by inboard or inboard/outboard engines or motors which total 50 horsepower or less;
  - 4) a sailing vessel with or without auxiliary power which is owned by or is rented to an "insured" and is less than 26 feet in overall length;
  - 5) a watercraft which is powered by outboard engines or motors which total 25 horsepower or less; or
  - 6) a watercraft which is in storage.
- b. "We" pay for the "bodily injury" or the "property damage" which results from the maintenance, use, loading, or unloading of a watercraft that is powered by outboard engines or motors which total more than 25 horsepower, if:
  - 1) the engines or motors are acquired by an "insured" prior to the policy period and:
    - a) they are listed on the "declarations" as insured for personal liability; or
    - b) a request for liability coverage is made within 45 days after they are acquired;
  - 2) the engines or motors are acquired by an "insured" during the policy period; or
  - 3) the engines or motors are not owned by an "insured".

7. Business -- "We" pay for the "bodily injury" or the "property damage" which results from:

- a. the rental of that part of the "insured premises" that is usually occupied by "you" as a residence;
- b. the rental of other parts of the "insured premises" for use as a residence (No family unit may include more than two roomers or boarders.); or
- c. the rental of a part of the "insured premises" for use as a school, studio, office, or private garage.

8. Loss Assessment -- "We" pay for "your" share of an assessment made by "your" homeowners, condominium, mobile-homeowners, or similar residential association if the assessment:

- a. results from "bodily injury" or "property damage" to which Coverages L and M apply; or
- b. is for damages or legal fees the association legally must pay for the acts of a director, officer, or trustee which result from the exercise of his or her duties solely on behalf of the association. This applies only to the acts of a director, officer, or trustee who is elected by the members of the association and who serves without receiving a fee, salary, or other compensation.

However, "we" do not pay for assessments charged against "you" or "your" association by any governmental body or authority.

Coverage applies only when the assessment is made during the policy period and is charged against "you" as owner or tenant of the premises shown on the "declarations" as the described location.

The most "we" pay is \$1,500 per occurrence. Regardless of the number of assessments, this "limit" is the most "we" pay for loss arising out of:

- a. any one accident, including repeated exposures to similar conditions; or
- b. an act of a director or trustee. An act involving more than one director or trustee is considered a single act.

Under Policy Conditions, Policy Period does not apply to this coverage.

#### EXCLUSIONS THAT APPLY TO LIABILITY COVERAGES

"We" do not pay for "bodily injury" or "property damage" resulting from one or more of the following excluded "occurrences", regardless of other causes or "occurrences" that contribute to or aggravate the "bodily injury" or "property damage", whether such causes or "occurrences" act to produce the "bodily injury" or "property damage" before, at the same time as, or after the excluded "occurrence".

##### 1. Exclusions That Apply To Coverages L and M - This policy does not apply to:

- a. "bodily injury" or "property damage" which results from war. (This includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure, or use of property for a military purpose. Discharge of a nuclear weapon is deemed a warlike act even if accidental.)
- b. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of aircraft, except for "bodily injury" to a person while performing duties as a "domestic employee". However, this exclusion does not apply to model aircraft which is not designed or used to carry people or cargo.

- c. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of "motorized vehicles", trailers, or watercraft owned or operated by or rented or loaned to an "insured".

However, "we" do pay:

- 1) for "bodily injury" to a person in the course of performing duties as a "domestic employee"; or
- 2) if coverage is provided by an Incidental Motorized Vehicle or Watercraft Coverage.

- d. "bodily injury" or "property damage" which results from the use of a "motorized vehicle" in, or in the practice or the preparation for, racing, speed, pulling or pushing, demolition, or stunt activities or contests.
- e. "bodily injury" or "property damage" that results from liability imposed by law on an "insured" for the use of a "motorized vehicle", aircraft, or watercraft, except if coverage is provided by an Incidental Motorized Vehicle or Watercraft Coverage.
- f. "bodily injury" or "property damage" that results from the rendering of or the failing to render a professional service.
- g. "bodily injury" or "property damage" resulting from activities related to the "business" of an "insured", except as provided by Incidental Business Coverage.
- h. "bodily injury" or "property damage" which results from premises that are owned, rented, or controlled by an "insured" and that are not the "insured premises". However, "we" do pay for "bodily injury" to a person in the course of performing duties as a "domestic employee".

i. "bodily injury" or "property damage":

- 1) which is expected by, directed by, or intended by an "insured";
- 2) that is the result of a criminal act of an "insured"; or
- 3) that is the result of an intentional and malicious act by or at the direction of an "insured".

This exclusion applies even if:

- 1) the "bodily injury" or "property damage" that occurs is different than what was expected by, directed by, or intended by the "insured"; or
- 2) the "bodily injury" or "property damage" is suffered by someone other than the person or persons expected by, directed by, or intended by the "insured".

However, this exclusion does not apply to "bodily injury" or "property damage" that arises out of the use of reasonable force to protect people or property.

j. "bodily injury" or "property damage" that results from an "occurrence" for which an "insured" is also an insured under a nuclear energy liability policy or would be an insured but for the exhaustion of its "limits". (A nuclear energy liability policy is a policy issued by American Nuclear Insurers, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or their successors.)

## 2. Additional Exclusions That Apply Only to Coverage L-- Coverage L does not apply to:

- a. "bodily injury" to "you", and if residents of "your" household, "your" relatives and persons under the age of 21 in "your" care or in the care of "your" resident relatives.

- b. liability assumed under a contract or an agreement, except as provided by Incidental Contracts and Agreements Coverage.
- c. damage to property owned by an "insured".
- d. damage to property that is rented to, occupied by, used by, or in the care of an "insured", except for "property damage" caused by fire, smoke, or explosion.
- e. sickness, disease, or death of a "domestic employee" unless a written notice is received by "us" within 36 months after the end of the policy period in which the injury occurred.
- f. "bodily injury" to a person, including a "domestic employee", if the "insured" has a workers' compensation policy covering the injury or if benefits are payable or are required to be provided by the "insured" under a workers' compensation, non-occupational disability, occupational disease, or like law.
- g. liability for any assessment made by "your" homeowners, condominium, mobile-homeowners, or similar residential association, except as provided by Incidental Loss Assessment Coverage.

## 3. Additional Exclusions That Apply Only to Coverage M-- Coverage M does not apply to "bodily injury" to:

- a. "an" "insured" or other person who resides on the "insured premises", except a "domestic employee".
- b. a person who is on the "insured premises" because a "business" is conducted or professional services are rendered on the "insured premises".

c. a person, including a "domestic employee", if a workers' compensation policy covers the injury or if benefits are provided under a workers' compensation, non-occupational disability, occupational disease, or like law.

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### WHAT YOU MUST DO IN CASE OF LOSS OR CLAIM

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1. **Notice** --
  - a. In case of a loss, the "insured" must:
    - 1) give "us" or "our" agent prompt notice ("We" may request written notice.);
    - 2) give notice to the police when the act that causes the loss is a crime; and
    - 3) give notice to the credit or debit card company if the loss involves a credit or debit card.
  - b. The notice to "us" must state:
    - 1) the name of the "insured", the policy number, and the time, place, and the details of the loss; and
    - 2) the names and addresses of all known potential claimants and witnesses.
2. **Cooperation** -- The "insured" must cooperate with "us" in performing all acts required by this policy.
3. **Volunteer Payments** -- An "insured" must not make payments, pay or offer rewards, or assume obligations or other costs, except at the "insured's" own cost. This does not apply to costs that are allowed by this policy.

4. **Repairs** -- The "insured" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. "We" will pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. The "insured" must keep an accurate record of such costs. However, "we" will not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase "our" "limit".
5. **Other Duties -- Property Coverages** -- At "our" request the "insured" must:
  - a. give "us" a signed, sworn proof of loss, within 60 days after "our" request, that shows:
    - 1) the time, place, and the details of the loss;
    - 2) the interest of the "insured" and the interest of all others in the property. This includes all mortgages and liens;
    - 3) other policies that may cover the loss;
    - 4) changes in title or use;
    - 5) available plans and specifications of buildings;
    - 6) detailed estimates for repair; and
    - 7) in detail, the quantity, description, cost, amount of loss, and actual cash value of the personal property involved in the loss. The "insured" must give "us" copies of all bills, receipts, and related documents to confirm these;

- b. submit to examination under oath in matters that relate to the loss or claim as often as "we" reasonably request. If more than one person is examined, "we" have the right to examine and receive statements separately from each person and not in the presence of the others;
- c. show the damaged property and allow "us" to take samples of damaged property for inspection, testing, and analysis as often as "we" reasonably request;
- d. show records, including tax returns and bank records of all canceled checks that relate to the value, loss, and costs, and permit copies to be made of them as often as "we" reasonably request;
- e. assist "us" to enforce any right of recovery which the "insured" may have against a party causing the loss;
- f. show records that prove loss of rents and show receipts for additional living costs, and permit copies to be made of them as often as "we" reasonably request; and
- g. submit evidence or affidavit supporting a claim under Credit Card, Forgery, and Counterfeit Money Coverage stating the amount and cause of loss.

6. **Other Duties -- Personal Liability Coverage** -- In case of an "occurrence" which might result in a claim, the "insured" must promptly give "us" copies of all notices, demands, and legal papers that relate to the "occurrence" or the claim.

At "our" request, the "insured" must help "us":

- a. to settle a claim;
- b. to conduct suits. This includes being at trials and hearings;
- c. to enforce the right of recovery or indemnification against all parties who may be liable to an "insured" for the injury or damage;
- d. in the securing of and giving of evidence; and
- e. in obtaining the attendance of all witnesses.

7. **Other Duties -- Medical Payments to Others Coverage** -- In case of a loss, the injured person or someone acting on behalf of that person must:

- a. give "us" written proof of claim (under oath if "we" request) as soon as practical; and
- b. authorize "us" to get copies of medical records.

The injured person must submit to medical exams by doctors chosen by "us" when and as often as "we" may reasonably require.

8. **Other Duties -- Damage to Property of Others** -- In case of a loss, "you" must give "us" a signed, sworn statement of loss within 60 days after the loss and "you" must exhibit the damaged property if it is within "your" control.

## HOW MUCH WE PAY FOR LOSS OR CLAIM

### 1. Property Coverages

- a. **Our Limit** -- Subject to the deductible or other limitation that applies, "we" pay the lesser of:
  - 1) the "limit" that applies;
  - 2) "your" interest in the property; or
  - 3) the amount determined under the applicable Loss Settlement Terms.
- b. **Deductible** -- This applies to all Principal Property Coverages and all Incidental Property Coverages except Emergency Removal; Fire Department Service Charge; Credit Card, Forgery, and Counterfeit Money; Grave Markers; Refrigerated Food Spoilage; and Loss Assessment. It applies to all perils insured against unless otherwise shown.

"We" pay that part of the loss over the deductible. The deductible applies per occurrence, and separately at each covered location. Only one deductible applies at each location.
- c. **Loss to a Pair or Set** -- If there is a loss to an item that is part of a pair or set, "we" pay only to replace or repair the item, or "we" pay the difference in the actual cash value of the pair or set just before the loss and the actual cash value just after the loss.
- d. **Loss to Parts** -- If there is a loss to a part of an item that consists of several parts when it is complete, "we" pay only for the value of the lost or damaged part or the cost to repair or replace it.

- e. **Loss Settlement Terms** -- Subject to the "terms" shown above, "we" settle losses according to the Replacement Cost Terms. If the Replacement Cost Terms do not apply, "we" settle losses according to the Actual Cash Value Terms.

#### 1) Replacement Cost Terms

- a) The Replacement Cost Terms apply only to buildings covered under Coverages A and B that have a permanent foundation and roof. They do not apply to:
  - (1) mobile homes whether or not on a permanent foundation;
  - (2) window air-conditioners;
  - (3) awnings and canopies;
  - (4) appliances;
  - (5) carpets;
  - (6) window coverings; and
  - (7) antennas.
- b) In determining the replacement cost, do not include the cost of:
  - (1) excavations; brick, stone, or concrete foundations; piers; and other supports which are:
    - (a) below the undersurface of the lowest basement floor; or
    - (b) below the surface of the ground inside the foundation walls, if there is no basement; and
  - (2) underground flues, pipes, wiring, and drains.

c) When the cost to repair or replace exceeds the lesser of \$2,500 or 5% of the "limit" on the damaged building, "we" do not pay for more than the actual cash value of the loss until repair or replacement is completed.

"You" may make a claim for the actual cash value of the loss before repairs are made. A claim for an additional amount payable under these "terms" must be made within six months after the loss.

d) If the "limit" on the damaged building is less than 80% of its replacement cost at the time of loss, the larger of the following amounts is used in applying the "terms" under Our Limit:

- (1) the actual cash value at the time of the loss; or
- (2) that part of the replacement cost of the damaged part which "our" "limit" on the building bears to 80% of the full current replacement cost of the building.

e) If the "limit" on the damaged building is at least 80% of its replacement cost at the time of loss, the smaller of the following amounts is used in applying the "terms" under Our Limit:

- (1) the cost to repair or replace the damage on the same premises using materials of like kind and quality, to the extent practical; or
- (2) the amount spent to repair or replace the damage.

2) **Actual Cash Value Terms** -- Actual cash value includes a deduction for depreciation, however caused.

a) The Actual Cash Value Terms apply to all property not subject to the Replacement Cost Terms.

b) The smallest of the following amounts is used in applying the "terms" under Our Limit:

- (1) the cost to repair or replace the property with materials of like kind and quality to the extent practical;
- (2) the actual cash value of the property at the time of loss; or
- (3) (applies only to mobile homes) the difference in the actual cash value just before the loss and the actual cash value just after the loss.

2. **Coverage L -- Personal Liability** -- The "limit" shown on the "declarations" for Coverage L is the most "we" pay for loss for each "occurrence". This applies regardless of the number of:

- a. persons insured under this policy;
- b. parties who sustain injury or damage; or
- c. claims made or suits brought.

3. **Coverage M -- Medical Payments To Others** -- The "limit" shown on the "declarations" per person for Coverage M is the most "we" pay for all medical expenses payable for "bodily injury" to one person as the result of one accident.

When a "limit" is shown on the "declarations" per accident for Coverage M, that "limit" is the most "we" pay for any one accident.

The payment of a claim under Coverage M does not mean "we" admit "we" are liable under Coverage L.

4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy applies to a loss, "we" pay no more than the actual loss.
5. **Insurance Under More Than One Policy**
  - a. **Property Coverage** -- If there is other insurance that applies to the loss, "we" pay "our" share of the loss. "Our" share is that part of the loss that the "limit" of this policy bears to the total amount of insurance that applies to the loss. When a loss is also covered by the master policy of an association or corporation of property owners, this insurance is excess.
  - b. **Coverage L -- Personal Liability** -- This insurance is excess over other valid and collectible insurance that applies to the loss or claim. However, this does not apply to insurance written specifically to provide coverage in excess of the "limits" that apply in this policy.

If the other insurance is also excess, "we" pay only "our" share of the loss. "We" pay only that part of the loss that the applicable "limit" under this policy bears to the total amount of insurance covering the loss.
6. **Restoration of Limits** -- Each loss "we" pay under this policy does not reduce the "limits" available over the policy period.

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## PAYMENT OF LOSS OR CLAIM

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1. **Your Property** -- "We" adjust each loss with "you". "We" pay an insured loss within 30 days after an acceptable proof of loss is received and the amount of the loss is agreed to in writing. If "you" and "we" do not agree, "we" pay within 30 days after the filing of an appraisal award with "us". Payment is made to "you" unless a loss payee is named.

2. **Additional Living Costs** -- If the "insured premises" is made unfit for use for more than one month, covered costs are paid on a monthly basis. "You" must give "us" proof of such costs.
3. **Damage to Personal Property of Others** -- At "our" option, an insured loss may be adjusted with and paid:
  - a. to "you" on behalf of the owner; or
  - b. to the owner. If "we" pay the owner, "we" do not have to pay an "insured".
4. **Our Options** -- "We" may:
  - a. pay the loss in money; or
  - b. rebuild, repair, or replace the property. "We" must give "you" notice of "our" intent to do so within 30 days after "we" receive an acceptable proof of loss.

"We" may take all or part of the damaged property at the agreed or appraised value. Property paid for or replaced by "us" becomes "ours".
5. **Liability Coverages** -- A person who has secured a judgment against an "insured" for an insured loss or has liability established by a written agreement between the claimant, an "insured", and "us" is entitled to recover under this policy to the extent of coverage provided.

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## POLICY CONDITIONS

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### CONDITIONS APPLICABLE TO ALL COVERAGES

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Bankruptcy of an Insured** -- Bankruptcy or insolvency of an "insured" does not relieve "us" of "our" obligations under this policy.

3. **Cancellation and Nonrenewal** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at the address shown on the "declarations". Proof of delivery or mailing is sufficient proof of notice.

During the first 60 days this policy is in effect, "we" may cancel for any reason. "We" will give "you" notice at least ten days before cancellation is effective.

After this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel or not renew only at the anniversary date unless:

- a. the premium has not been paid when due;
- b. the policy was obtained through fraud, material misrepresentation, or omission of fact, which, if known by "us", would have caused "us" not to issue the policy; or
- c. there has been a material change or increase in hazard of the risk.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before cancellation is effective. If "we" cancel this policy for any other reason after it has been in effect for 60 days or more, "we" will give "you" notice at least 30 days before cancellation is effective.

If "we" do not renew this policy, "we" will give "you" notice at least 30 days before nonrenewal is effective.

"Your" return premium, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

4. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.

If "we" adopt a revision which broadens coverage under this edition of "our" policy without an additional premium, the broadened coverage will apply to "your" policy as of the date "we" adopt the revision in the state in which the premises shown on the "declarations" as the described location is located. This applies only to revisions adopted 60 days prior to or during the policy period shown on the "declarations". This does not apply to changes adopted as a result of the introduction of a subsequent edition of "our" policy.

"Our" request for an appraisal or examination under oath does not waive policy "terms".

If this policy has no expiration date, "we" may substitute or "we" may add, at each anniversary date, forms that are then authorized for use.

5. **Conformity With Statute** -- "Terms" in conflict with the laws of the state in which the premises shown on the "declarations" as the described location is located are changed to conform to such laws.

6. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.

7. **Misrepresentation, Concealment, or Fraud** -- This policy is void as to "you" and any other "insured" if before or after a loss:

- a. "you" or any "insured" has willfully concealed or misrepresented:
  - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
  - 2) an "insured's" interest herein; or
- b. there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.

8. **Policy Period** -- This policy only covers losses, "bodily injury", and "property damage" that occur during the policy period.

9. **Recoveries** -- This applies if "we" pay for a loss and lost or damaged property is recovered, or payment is made by those responsible for the loss.

"You" must inform "us" or "we" must inform "you" if either recovers property or receives payment. Proper costs incurred by either party are paid first.

"You" may keep the property. The amount of the claim paid, or a lesser amount to which "we" agree, must be returned to "us".

If the claim paid is less than the agreed loss due to a deductible, or other limiting "terms", the recovery is prorated between "you" and "us" based on the interest of each in the loss.

10. **Subrogation** -- If "we" pay for a loss, "we" may require that "you" assign to "us" the right of recovery up to the amount "we" pay. "We" are not liable for a loss if, after the loss, "you" impair "our" right to recover against others. "You" may waive "your" right to recover, in writing, before a loss occurs, without affecting coverage. If "we" pay a loss to or for "you" and "you" recover from another party for the same loss, "you" must pay "us" as stated in Recoveries.

Subrogation does not apply to Coverage M -- Medical Payments to Others or to Damage to Property of Others under the Incidental Liability Coverages.

11. **Suit Against Us** -- No suit may be brought against "us" unless all the "terms" of this policy have been complied with and:

- a. **Property Coverages** -- The suit is brought within two years after the loss. If a law of the state where the premises is located makes this time period invalid, the suit must be brought within the time period allowed by the law.
- b. **Liability Coverages** -- The amount of the "insured's" liability has been fixed by:
  - 1) a final judgment against the "insured" as a result of a trial; or
  - 2) a written agreement of the "insured", the claimant, and "us".No person has a right under this policy to join "us" or implead "us" in actions that are brought to fix the liability of an "insured".

**CONDITIONS APPLICABLE TO PROPERTY COVERAGES ONLY**

12. **Abandonment of Property** -- "You" may not abandon the property to "us" unless "we" agree.
13. **Appraisal** -- If "you" and "we" do not agree as to the value of the property or the amount of the loss, "you" and "we" will each select a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will select an umpire. If they do not agree on an umpire, the two appraisers will ask a judge of a court of record of the state in which the appraisal is pending to make the selection. The written agreement of any two of these

three will be binding and set the amount of the loss. "You" will pay the expense of "your" appraiser and "we" will pay "ours". "You" and "we" will share equally the expense of the umpire and the other expenses of the appraisal.

14. **Death** -- On "your" death, protection on "your" covered property passes to:

- a. "your" legal representative; or
- b. any other persons having proper, temporary custody of covered property.

15. **Mortgage, Secured Party, and Lender's Loss Payable Clause** -- If a mortgagee is named on the "declarations", a loss payable under Coverage A or B will be paid to the mortgagee and "you", as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages. The word mortgagee includes trustee.

If a secured party is named on the "declarations", a loss payable on property subject to the security interest will be paid to the secured party and "you", as interests appear. If there is more than one security interest in the same property, the order of payment will be the same as their order of priority.

However, the secured party's interest is not covered for "your" conversion, embezzlement, or secretion of encumbered property in "your" possession, unless specifically insured against and premium paid for such.

If a lender is named on the "declarations", a loss payable on property on which the lender has an insurable interest will be paid to the lender and "you", as interests appear.

If "we" deny "your" claim, that denial does not apply to a valid claim of the mortgagee, secured party, or lender if the mortgagee, secured party, or lender has:

- a. notified "us" of change in ownership, occupancy, or substantial change in risk of which the mortgagee, secured party, or lender became aware;
- b. paid the premium due under this policy on demand if "you" neglected to pay the premium; and
- c. submitted a signed, sworn proof of loss within 60 days after receiving notice from "us" if "you" failed to do so.

All "terms" of this policy apply to the mortgagee, secured party, or lender unless changed by this clause.

If "we" cancel or do not renew this policy, "we" will notify the mortgagee, secured party, or lender at least ten days before the date cancellation or nonrenewal takes effect.

**Payment to Mortgagee** -- If "we" pay the mortgagee for a loss and deny payment to "you", "we" are subrogated, up to the amount "we" paid for the loss, to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

At "our" option, "we" may pay to the mortgagee the whole principal on the mortgage plus the accrued interest. In this event, "we" shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

**Payment to a Secured Party** -- If "we" pay the secured party for a loss and deny payment to "you", "we" are subrogated, up to the amount "we" paid for the loss, to all the rights of the secured party granted under the security agreement. Subrogation will not impair the right of the secured party to recover the full amount of the security agreement.

At "our" option, "we" may pay the secured party the remaining amount due on the security agreement, plus the accrued interest. In this event, "we" shall receive full assignment of the security agreement and securities held as collateral for the agreement.

**Payment to Lender** -- If "we" pay the lender for a loss and deny payment to "you", "we" are subrogated, up to the amount "we" paid for the loss, to the rights of the lender to collect on the debt from "you". Subrogation will not impair the right of the lender to collect the rest of the debt from "you".

At "our" option, "we" may pay the lender the remaining amount due plus the accrued interest. In this event, "we" shall receive a full assignment of the lender's interest and any instruments given as security for the debt.

16. **No Benefit To Bailee** -- Coverage under this policy will not directly or indirectly benefit those who are paid to assume custody of the covered property.
17. **Volcanic Action** -- All volcanic action that occurs within a 168-hour period constitutes a single occurrence.

---

**FORM 2 Ed 2.0**

Copyright MCMXCV

American Association of Insurance Services

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(Criminal Division)

COMMONWEALTH OF PENNSYLVANIA

ROBERT Devers

Current Address: CCJ

Date of Birth: 9/8/68

S.S. # 166-58-2623

Date of Plea Agreement:

Magistrate Docket No.:

OTN No.:

Criminal Docket No.:

05-331-CRA

FILED

OCT 19 2005

William A. Shaw

Prothonotary/Clerk of Courts

NEGOTIATED PLEA AGREEMENT AND GUILTY PLEA COLLOQUY

The Office of the District Attorney of Clearfield County and the above captioned Defendant have negotiated a plea agreement in the above captioned matter(s), the terms of which are as follows:

The Defendant to plea guilty to the following charge(s):

ST. #	Charge(s)	Statute	Grade	Counts	Max Penalty	Each Count
05-374	1 ARSON	18 Pa 3301 (C)(1)	F2	1	10 yr	\$25,000
	2	Pa				15
05-331	3 AGG ASSAULT	18 Pa 2703 (A)(3)	F2	1	10yr	\$25,000
	4 DUI	75 Pa 3802 (A)(1)	M	1	6M	\$5,000
	5	Pa				15
	6	Pa				15
	7	Pa				15
	8	Pa				15
	9	Pa				15
	10	Pa				15
	11	Pa				15
	12	Pa				15
	13	Pa				15

\*\*\* TOTAL POSSIBLE MAXIMUM PENALTY

20yr 6 months \$0,500

Page 1 of 8

RECEIVED

OCT 25 2005

CONEMAUGH VALLEY  
MUTUAL INSURANCE CO

EXHIBIT

2

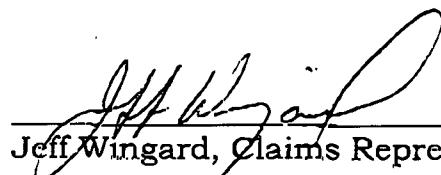
Bumberg No.500

**VERIFICATION**

I, Jeff Wingard, state that I am a Claims Representative of Concmough Valley Mutual Insurance Company, the Defendant herein, that I am authorized to sign this Verification on its behalf and that the facts set forth in the forgoing Answer and New Matter, are true upon my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Con. Stat. § 4904 providing for criminal penalties for unsworn falsification to authorities.

Dated: 10-25-05

  
\_\_\_\_\_  
Jeff Wingard, Claims Representative

TAMMY L. DEVERS,  
PLAINTIFF

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY.

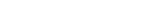
**DEFENDANT**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on the 27th day of October, 2005, Defendant's Answer and New Matter, was forwarded by U.S. Mail, postage prepaid, to counsel of record, addressed as follows:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

Dated: October 27, 2005

  
ANDREW L. HORVATH,  
ATTORNEY FOR DEFENDANT

TAMMY L. DEVERS,

PLAINTIFF

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: NO. 05-1520-CD

:

:

:

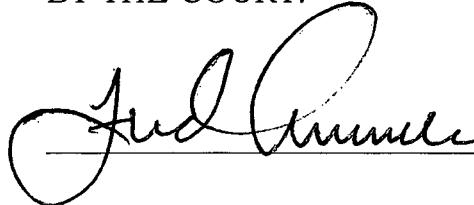
**RULE RETURNABLE**

AND NOW, this 4<sup>th</sup> day of November, 2005, after

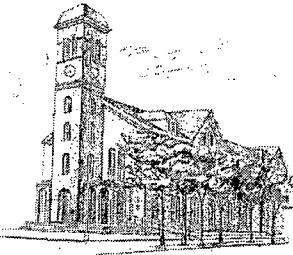
review of the Defendant's Motion for Judgment on the Pleadings, a hearing on

said Motion is scheduled for the 7<sup>th</sup> day of December, 2005 at  
9:00 A. M., in courtroom No. 1.

BY THE COURT:

 J.

FILED 2cc  
01/11/2006 Atty  
NOV 07 2005 Horvath  
William A. Shaw  
Prothonotary/Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

TAMMY L. DEVERS,

PLAINTIFF

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 05-1520-CD

FILED NO  
NOV 11 2005  
NOV 03 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**DEFENDANT'S MOTION FOR JUDGMENT ON THE PLEADINGS**

NOW comes Defendant, by undersigned counsel, and files the following

Motion for Judgment on the Pleadings and avers as follows:

1. The present matter relates to a property damage claim of Plaintiff arising from a fire at her residential property on March 23, 2005.
2. Plaintiff and her husband, Robert Devers, were named insureds on an insuring agreement issued by Defendant which went into effect on February 16, 2005.
3. Robert Devers plead guilty to arson in connection with the March 23, 2005 fire.
4. Defendant has denied coverage to Plaintiff under the insuring agreement based upon a policy exclusion precluding payment to any insured for loss resulting from any act of any insured done with the intent to cause a loss.
5. As a matter of law, Defendant is entitled to the entry of judgment on its behalf as to Plaintiff's claim.

WHEREFORE, Defendant prays for the entry of an Order granting Judgment on its behalf as to Plaintiff's claim.



---

ANDREW L. HORVATH, ESQUIRE  
ATTORNEY FOR DEFENDANT

TAMMY L. DEVERS,  
PLAINTIFF

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: NO. 05-1520-CD

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on the 2<sup>nd</sup> day of November, 2005,  
Defendant's Motion for Judgment on the Pleadings, was forwarded by U.S. Mail,  
postage prepaid, to counsel of record, addressed as follows:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

Dated: November 2, 2005



\_\_\_\_\_  
ANDREW L. HORVATH,  
ATTORNEY FOR DEFENDANT

TAMMY L. DEVERS,

PLAINTIFF

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: NO. 05-1520-CD

**ORDER**

AND NOW, this                    day of                   , 2005, upon

consideration of Defendant's Motion for Judgment on the Pleadings, it is hereby  
ordered that judgment is entered in favor of Defendant on Plaintiff's claim, and  
Plaintiff's Complaint is accordingly dismissed with prejudice.

BY THE COURT:

\_\_\_\_\_  
J.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CA

TAMMY L. DEVERS, : No. 05-1520-CD  
Plaintiff :  
Vs. : Type of Pleading:  
CONEMAUGH VALLEY MUTUAL : **MOTION FOR CONTINUANCE**  
INSURANCE COMPANY, :  
Defendant : Filed on Behalf of:  
 : PLAINTIFF  
 : Counsel of Record for This Party:  
 : Jeffrey S. DuBois, Esquire  
 : Supreme Court No. 62074  
 : 190 West Park Avenue, Suite #5  
 : DuBois, PA 15801  
 : (814) 375-5598

**FILED** *3cc Atty DuBois*  
*0/11:56 am*  
*NOV 14 2005* 

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

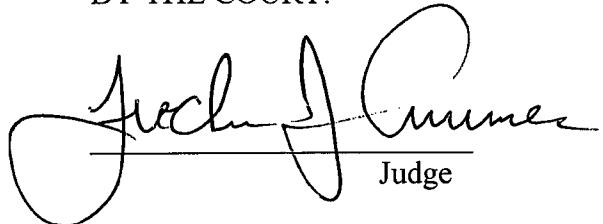
TAMMY L. DEVERS, : No. 05-1520-CD  
Plaintiff :  
Vs. :  
CONEMAUGH VALLEY MUTUAL :  
INSURANCE COMPANY, :  
Defendant :  
:

**ORDER**

AND NOW, this 14<sup>th</sup> day of November, 2005, in consideration of Plaintiff's Motion for Continuance,

IT IS HEREBY ORDERED AND DECREED that the Hearing scheduled for December 7, 2005, be rescheduled for the 20<sup>th</sup> day of December, 2005, at 10:00 o'clock A.M. in Courtroom No. 1, at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
\_\_\_\_\_  
Judge

**FILED**

NOV 15 2005  
0/4-001  
William A. Shaw  
Prothonotary/Clerk of Courts

3 court to attorney

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

TAMMY L. DEVERS, : No. 05-1520-CD  
Plaintiff :  
: :  
Vs. :  
: :  
CONEMAUGH VALLEY MUTUAL :  
INSURANCE COMPANY, :  
Defendant :  
:

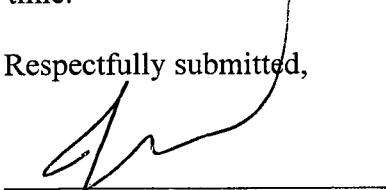
**MOTION FOR CONTINUANCE**

AND NOW, comes the Plaintiff, TAMMY L. DEVERS, by and through her attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Continuance, and in support thereof avers the following:

1. There is a Hearing scheduled for December 7, 2005, at 9:00 o'clock a.m.
2. The undersigned has already been scheduled for Depositions in another County that same date.
3. It is in Plaintiff's best interest to have representation at said Hearing.
4. Attorney for Defendant, Andrew L. Horvath, Esquire, has no objections to a continuance. A copy of his letter is attached hereto and made a part hereof as Exhibit "A".

WHEREFORE, Plaintiff respectfully requests this Honorable Court to grant continuance and reschedule the Hearing to another date and time.

Respectfully submitted,

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Plaintiff

# STOKO LAW OFFICES

DENNIS J. STOKO  
ANDREW L. HORVATH

969 EISENHOWER BOULEVARD, SUITE E  
P.O. BOX 5500  
JOHNSTOWN, PENNSYLVANIA 15904

November 9, 2005

TELEPHONE 814-262-0064 or 814-262-7341  
FAX 814-262-0905  
E-MAIL stokoesq@stokolaw.com

## VIA FAX ONLY

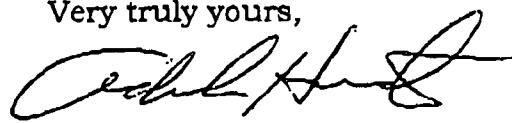
Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

RE: Devers v. Conemaugh Valley  
No. 2005-1520-CD

Dear Mr. DuBois:

In follow-up to the telephone conversation from your office, be advised that I am agreeable to the continuance of the argument presently scheduled for December 7 in the above matter. It is my understanding that you will contact the Court and have the matter continued to the next available list with Judge Ammerman. Please let me know at your earliest convenience when the rescheduled argument date is. Thank you.

Very truly yours,



ANDREW L. HORVATH

ALH/jdm

EXHIBIT "A"

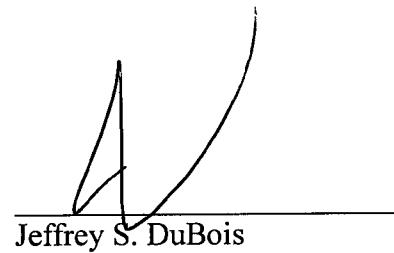
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

TAMMY L. DEVERS,	:	No. 05-1520-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
CONEMAUGH VALLEY MUTUAL INSURANCE COMPANY,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 14 day of November, 2005, I served a true and correct copy of the within Motion for Continuance by first class mail, postage prepaid, on the following:

Andrew L. Horvath, Esquire  
P.O. Box 5500  
Johnstown, PA 15904



Jeffrey S. DuBois

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

TAMMY L. DEVERS,  
Plaintiff

No. 05-1520-CD

Vs.

CONEMAUGH VALLEY MUTUAL  
INSURANCE COMPANY,  
Defendant

Type of Pleading:

**PLAINTIFFS RESPONSE TO  
DEFENDANTS MOTION FOR  
JUDGMENT ON THE  
PLEADINGS**

Filed on Behalf of:  
PLAINTIFF

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801  
(814) 375-5598

**FILED**

NOV 17 2005 3rd Atty DuBois  
0/8:30am *un*  
William A. Shaw  
Prothonotary

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

NOV 17 2005

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

TAMMY L. DEVERS,	:	No.
Plaintiff	:	
	:	
Vs.	:	
	:	
CONEMAUGH VALLEY MUTUAL INSURANCE COMPANY,	:	
Defendant	:	

**PLAINTIFFS RESPONSE TO DEFENDANTS  
MOTION FOR JUDGMENT ON THE PLEADINGS**

AND NOW, comes the Plaintiff, TAMMY L. DEVERS, by and through her attorney, Jeffrey S. DuBois, Esquire, who files this Response to Defendants Motion for Judgment on the Pleadings, in support thereof avers the following:

1. Admitted.
2. Admitted. By way of further answer, only Plaintiff's name was on the deed for the property, and Husband was not residing with Plaintiff at or near the time of the fire.
3. Admitted, but the same has no bearing to Plaintiff or Plaintiff's claim.
4. It is admitted that Defendant has denied coverage to Plaintiff, though Plaintiff asserts it is a wrongful denial, and no exclusion would apply in this particular case in light of the fact that Plaintiff had nothing to do with the cause of the fire, plus the fact that Husband was not living in the home at the time, nor was Husband allowed to be living at the home at said time.

5. Denied. On the contrary, as a matter of law, because of the fact Plaintiff had nothing to do with the fire, Defendant is required to pay Plaintiff all amounts under its insurance policy, and Defendant's motion should be dismissed.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to dismiss Defendant's Motion for Judgment on the Pleadings.

Respectfully submitted,



\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Plaintiff

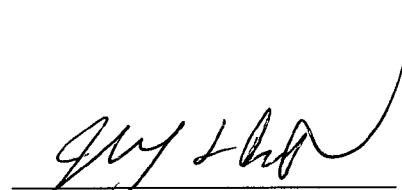
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

TAMMY L. DEVERS,	:	No.
Plaintiff	:	
	:	
Vs.	:	
	:	
CONEMAUGH VALLEY MUTUAL INSURANCE COMPANY,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 17<sup>th</sup> day of November, 2005, I served a true and correct copy of the within Plaintiffs Response to Defendants Motion for Judgment on the Pleadings by first class mail, postage prepaid, on the following:

Andrew L. Horvath, Esquire  
P.O. Box 5500  
Johnstown, PA 15904

  
\_\_\_\_\_  
Jeffrey S. DuBois

**FILED**

NOV 17 2005

William A. Shaw  
Prothonotary

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

NOV 17 2005

Attest.

William A. Shaw  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

TAMMY L. DEVERS, : No. 05-1520-CD  
Plaintiff :  
Vs. : Type of Pleading:  
CONEMAUGH VALLEY MUTUAL :  
INSURANCE COMPANY, :  
Defendant : **PLAINTIFFS REPLY TO**  
: **DEFENDANTS NEW MATTER**  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801  
: (814) 375-5598

FILED *3cc*  
OCT 6 2005 *Atty DuBois*  
NOV 29 2005 *FS*  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

TAMMY L. DEVERS,	:	No.
Plaintiff	:	
	:	
Vs.	:	
	:	
CONEMAUGH VALLEY MUTUAL INSURANCE COMPANY,	:	
Defendant	:	

**PLAINTIFFS REPLY TO  
DEFENDANTS NEW MATTER**

AND NOW, comes the Plaintiff, TAMMY L. DEVERS, by and through her attorney, Jeffrey S. DuBois, Esquire, who files this Reply to Defendants New Matter, and in support thereof avers the following:

18. Admitted.

19. Admitted.

20. Denied. It is denied that the policy would exclude the Plaintiff in this particular case, and on the contrary, upon review of said policy, Defendant would be obligated to pay Plaintiff.

21. Plaintiff does not possess sufficient information to believe the truth or falsity of the averments in Defendants paragraph 21, as they relate to allegations of a person other than Plaintiff, and therefore Plaintiff cannot answer the same.

22. Plaintiff does not know to which reference within the policy Defendant is referring to the averments set forth in paragraph 22, and therefore the same is denied. By

way of further answer, Plaintiff has not concealed nor misrepresented anything in this case, therefore she would be entitled to the proceeds from the policy.

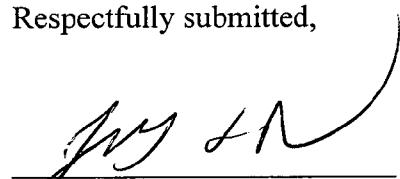
23. Admitted.

24. Denied. It is denied that there was no person in the residence for thirty (30) days prior to the loss, and on the contrary, Plaintiff resided in the residence prior to the loss.

25. Denied. It is denied that there are any provisions in the policy which would limit Plaintiff's entitlement and right to recover under Defendant's policy.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to award Plaintiff damages as set forth in her Complaint.

Respectfully submitted,



---

Jeffrey S. DuBois, Esquire

Attorney for Plaintiff

**VERIFICATION**

I, TAMMY L. DEVERS, verify that the statements in the foregoing Pleading are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

Tammy L. Devers  
Tammy L. Devers

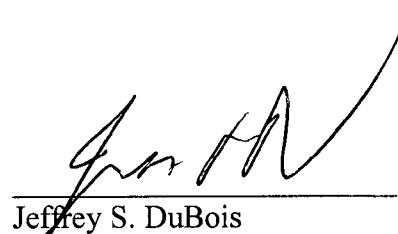
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

TAMMY L. DEVERS,	:	No.
Plaintiff	:	
	:	
Vs.	:	
	:	
CONEMAUGH VALLEY MUTUAL	:	
INSURANCE COMPANY,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 23<sup>rd</sup> day of November, 2005, I served a true and correct copy of the within Plaintiffs Reply to Defendants New Matter by first class mail, postage prepaid, on the following:

Andrew L. Horvath, Esquire  
P.O. Box 5500  
Johnstown, PA 15904



\_\_\_\_\_  
Jeffrey S. DuBois

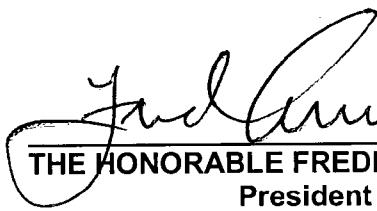
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

TAMMY L. DEVERS, :  
Plaintiff :  
vs. :  
CONEMAUGH VALLEY MUTUAL, :  
INSURANCECOMPANY, :  
Defendant : NO. 2005 - 1520 - CD

ORDER OF COURT

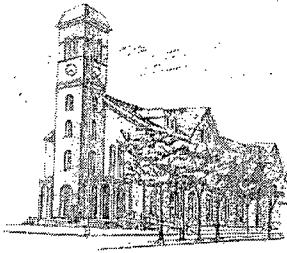
**AND NOW**, this 20<sup>th</sup> day of December, 2005, following argument on the Defendant's Motion For Judgment on the pleadings, **IT IS THE ORDER** of this Court that counsel for Plaintiff supply the Court with appropriate brief in no more than twenty-five (25) days from this date. In the event that Defense would wish to supplement the brief previously received, they shall have no more than five (5) days following receipt of the Plaintiff's brief in which to do so.

BY THE COURT:

  
THE HONORABLE FREDERIC J. AMMERMAN  
President Judge

FILED <sup>610</sup>  
010:25671  
DEC 21 2005  
Dobois  
Horvath

William A. Shaw  
Prothonotary/Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

Will Albin

William A. Shaw  
Prothonotary

DATE: 12/21/05

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

### Other

Special Instructions:

CA

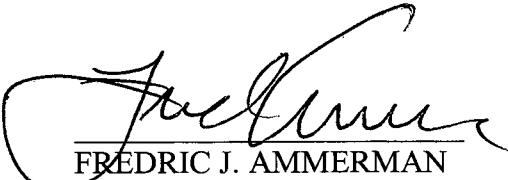
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

TAMMY L. DEVERS, :  
Plaintiff, : No. 2005-1520-CD  
:  
v. :  
:  
CONEMAUGH VALLEY MUTUAL :  
INSURANCE COMPANY :  
Defendant. :  
:

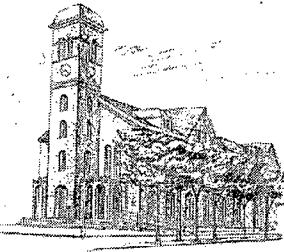
**ORDER**

NOW, this 6th day of February 2006, after consideration of Defendant's Motion for Judgment on the Pleadings, it is the ORDER of this Court that the Defendant's requested relief be and is hereby DENIED as being premature. The parties shall proceed with the Discovery process to determine if any factual and legal issues may arise for purposes of the possible filing of a Motion for Summary Judgment.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED *cc*  
DIA 5061 FEB 08 2006 Atty's: DuBois  
Horvath  
William A. Shaw  
Prothonotary/Clerk of Courts  
*LIN*



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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Sincerely,

William A. Shaw  
Prothonotary

DATE: 2/8/06

       You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

       Other

       Special Instructions:

TAMMY L. DEVERS,

PLAINTIFF

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: NO. 05-1520-CD

:

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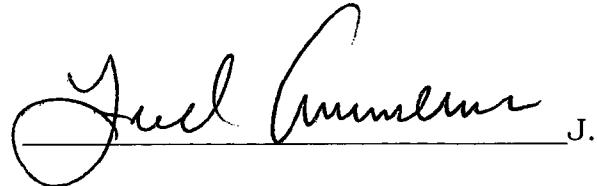
**RULE RETURNABLE**

AND NOW, this 20<sup>th</sup> day of June, 2006, after

review of the Defendant's Motion for Summary Judgment, a hearing on said

Motion is scheduled for the 19<sup>th</sup> day of July, 2006 at 10:00  
A. M., in courtroom No. 1.

BY THE COURT:

  
\_\_\_\_\_  
J. Muller J.

**FILED**

01:30 PM  
JUN 20 2006

1CC  
Atty Horvath  
CR

William A. Shaw  
Prothonotary/Clerk of Courts

Probate/Orphan's Court  
William A. Shryw

DATE: 10/10/06  
 You are responsible for serving all appropriate parties.  
 The Probontay's office has provided service to the following parties:  
 Plaintiff(s)    Plaintiff(s) Attorney    Other

Defendant(s)    Defendant(s) Attorney  
 Special Instructions:

**FILED**

JUN 20 2006

TAMMY L. DEVERS, : IN THE COURT OF COMMON PLEAS OF  
PLAINTIFF : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. : : CIVIL ACTION - LAW  
CONEMAUGH VALLEY : : NO. 05-1520-CD  
MUTUAL INSURANCE : :  
COMPANY, :  
DEFENDANT : :

**ORDER**

AND NOW, this                   day of                   , 2006, upon

consideration of Defendant's Motion for Summary Judgment, it is hereby ordered that  
judgment is entered in favor of Defendant on Plaintiff's claim, and Plaintiff's Complaint  
is accordingly dismissed with prejudice.

BY THE COURT:

\_\_\_\_\_  
J.

TAMMY L. DEVERS,

PLAINTIFF

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: NO. 05-1520-CD

:

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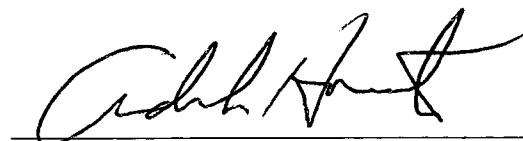
:

**DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

NOW comes Defendant, by undersigned counsel, and files the  
following Motion for Summary Judgment.

1. Defendant incorporates herein by reference as if stated in full  
its prior Motion for Judgment on the Pleadings.

WHEREFORE, Defendant prays for the entry of an Order of Court  
granting Judgment on Plaintiff's claim in its behalf.



---

ANDREW L. HORVATH,  
ATTORNEY FOR DEFENDANT

FILED  
m 3:04 pm  
JUN 15 2006  
no cc  
GP

William A. Shaw  
Prothonotary/Clerk of Courts

TAMMY L. DEVERS,  
PLAINTIFF

VS.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: CIVIL ACTION - LAW  
: NO. 05-1520-CD  
:  
:  
:  
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:

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on the 14<sup>th</sup> day of June, 2006, Defendant's Motion for Summary Judgment, was forwarded by U.S. Mail, postage prepaid, to counsel of record, addressed as follows:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

Dated: June 14, 2006



ANDREW L. HORVATH,  
ATTORNEY FOR DEFENDANT

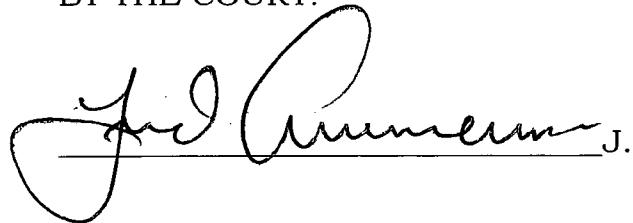
CA

TAMMY L. DEVERS, : IN THE COURT OF COMMON PLEAS OF  
PLAINTIFF : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. :  
CONEMAUGH VALLEY : CIVIL ACTION - LAW  
MUTUAL INSURANCE :  
COMPANY, : NO. 05-1520-CD  
DEFENDANT :  
:

**RULE RETURNABLE**

AND NOW, this 25<sup>th</sup> day of June, 2006, after  
review of the Defendant's Motion for Continuance, argument on Defendant's  
Motion for Summary Judgment is rescheduled for the 15<sup>th</sup> day of  
August, 2006 at 2:00 P. M., in courtroom No. 1.

BY THE COURT:



**FILED**

JUN 29 2006

013-5012 60

William A. Shaw  
Prothonotary/Clerk of Courts

1 copy to attorney

TAMMY L. DEVERS,

PLAINTIFF

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 05-1520-CD

**MOTION FOR CONTINUANCE**

AND NOW, comes Defendant, by undersigned counsel, and files the following Motion for Continuance.

1. This is an action for property damage resulting from a fire that occurred at Plaintiff's residence on March 23, 2005.
2. This matter is currently listed for argument on Defendant's Motion for Summary Judgment on July 19, 2006 at 10:00 a.m.
3. Counsel for Defendant will be on vacation the week of July 17, 2006 to July 21, 2006.
4. The undersigned is requesting a continuance of this argument to the next argument court.
5. Counsel for Plaintiff, Jeffrey Dubois, Esquire, has no objection to this continuance.

WHEREFORE, counsel for Defendant, respectfully requests that this Honorable Court grant the within Motion for Continuance.

**FILED**

JUN 28 2006

W/130/WAT

William A. Shaw  
Prothonotary/Clerk of Courts

No 96

  
ANDREW L. HORVATH,  
ATTORNEY FOR DEFENDANT

TAMMY L. DEVERS,

PLAINTIFF

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: NO. 05-1520-CD

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on the 26<sup>th</sup> day of June, 2006, Defendant's Motion for Continuance, was forwarded by U.S. Mail, postage prepaid, to counsel of record, addressed as follows:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

Dated: June 26, 2006



ANDREW L. HORVATH,  
ATTORNEY FOR DEFENDANT

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

TAMMY L. DEVERS, : No. 05-1520-CD  
Plaintiff :  
Vs. : Type of Pleading:  
CONEMAUGH VALLEY MUTUAL : **MOTION FOR CONTINUANCE**  
INSURANCE COMPANY, :  
Defendant : Filed on Behalf of:  
 : PLAINTIFF  
 : Counsel of Record for This Party:  
 : Jeffrey S. DuBois, Esquire  
 : Supreme Court No. 62074  
 : 190 West Park Avenue, Suite #5  
 : DuBois, PA 15801  
 : (814) 375-5598

**FILED**

JUL 21 2006  
m/11:30/06  
William A. Shaw  
Prothonotary/Clerk of Courts  
GR

3 CEnt to Am

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

TAMMY L. DEVERS, : No. 05-1520-CD  
Plaintiff :  
: Vs.  
: CONEMAUGH VALLEY MUTUAL  
INSURANCE COMPANY, :  
Defendant :  
:

ORDER

AND NOW, this 27 day of July, 2006, in consideration of Plaintiff's Motion for Continuance,

IT IS HEREBY ORDERED AND DECREED that the Hearing scheduled for August 15, 2006, be rescheduled for the 18<sup>th</sup> day of September, 2006, at 9:30 o'clock A.M. in Courtroom No. 1, at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
\_\_\_\_\_  
Judge

FILED 3CC  
01209201 JUL 27 2006  
Attn: DuBois  


William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

TAMMY L. DEVERS,	:	No. 05-1520-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
CONEMAUGH VALLEY MUTUAL	:	
INSURANCE COMPANY,	:	
Defendant	:	

**MOTION FOR CONTINUANCE**

AND NOW, comes the Plaintiff, TAMMY L. DEVERS, by and through her attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Continuance, and in support thereof avers the following:

1. There is an Argument on Defendant's Motion for Summary Judgment scheduled for August, 15, 2006, at 2:00 o'clock p.m.
2. The undersigned has already been scheduled for a two (2) day hearing in Jefferson County that same date.
3. It is in Plaintiff's best interest to have representation at said Argument.
4. Attorney for Defendant, Andrew L. Horvath, Esquire, has no objections to a continuance. A copy of his letter is attached hereto and made a part hereof as Exhibit "A".

WHEREFORE, Plaintiff respectfully requests this Honorable Court to grant continuance and reschedule the Hearing to another date and time.

Respectfully submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Plaintiff

**STOKFO LAW OFFICES**

DENNIS J. STOKFO  
ANDREW L. HORVATH

969 Eisenhower Boulevard, Suite E  
P.O. Box 5500  
Johnstown, Pennsylvania 15904

TELEPHONE 814-262-0064 or 814-262-7341  
FAX 814-262-0905  
E-MAIL stokfoesq@stokfolaw.com

# Fax

---

**To:** Jeff Dubois, Esquire                    **From:** Andrew Horvath, Esquire

---

**Fax:** 814-375-8710                            **Phone:** 814-262-7341

---

**Pages:** 1 (including cover)                    **Date:** 7/11/06

---

**Re:** Devers v. Conemaugh Valley

---

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

---

• **Comments:**

Dear Mr. Dubois:

Please be advised that I have no objection to your filing a Continuance of the August 15, 2006 Argument Court in the above-referenced matter.



Andrew L. Horvath

---

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of the message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone. Thank you.

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

TAMMY L. DEVERS, : No. 05-1520-CD  
Plaintiff :  
: :  
Vs. :  
: :  
CONEMAUGH VALLEY MUTUAL :  
INSURANCE COMPANY, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 19 day of July, 2006, I served a true and correct  
copy of the within Motion for Continuance by first class mail, postage prepaid, on the  
following:

Andrew L. Horvath, Esquire  
P.O. Box 5500  
Johnstown, PA 15904



---

Jeffrey S. DuBois

FILED *Filed  
01/01/31/07 per Judge  
SEP 18 2006 Ammerman  
GK*

TAMMY L. DEVERS,

PLAINTIFF

William A. Shaw  
Prothonotary/Clerk of Courts

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 05-1520-CD

RECEIVED

JUN 1 9 2006

CLERK'S ADMINISTRATIVE  
OFFICE

**DEFENDANT'S BRIEF IN SUPPORT OF  
MOTION FOR SUMMARY JUDGMENT**

NOW comes Defendant, by undersigned counsel, and files the following Brief in Support of Motion for Summary Judgment.

Defendant incorporates herein by reference the entirety of its Brief in Support of Motion for Judgment on the Pleadings as if stated in full.

**The Subject Residence And Placement Of Insurance**

Since the Court's Order of February 6, 2006, necessary discovery has been conducted in this matter. In her verified Complaint, Plaintiff alleges that she was the sole owner of the subject property and that her husband had no interest whatsoever in the premises. She also avers in the Complaint that she (personally) contracted with Conemaugh Valley for insurance and that Conemaugh Valley insisted (to her) that Plaintiff's husband be included on the policy. The same allegations were repeated by Plaintiff's counsel to the Court in Plaintiff's Opposition to Defendant's Motion for Judgment on the Pleadings.

In her deposition testimony, Plaintiff acknowledges that the only reason the subject property was in her name alone was the poor credit rating of her husband, and it was accordingly easier for her to get financing for the

property in her name alone (Exhibit A). However, as proof of her awareness of her husband's interest in the property, the residence was specifically identified as marital property subject to inclusion in any property settlement agreement reached in the divorce proceedings pending before the fire (Exhibit B). Plaintiff has testified to the accuracy of the foregoing (Exhibit A).

As to the placement of insurance, contrary to Plaintiff's verified factual allegations of her Complaint that she contracted with Conemaugh Valley, and that Conemaugh Valley insisted on placing her husband on the policy, nothing of the sort occurred. In her deposition testimony, Plaintiff grudgingly admitted that she had no involvement whatsoever in the placement of insurance on the residence, and did not even learn who the agent was until after the fire had occurred (Exhibit A). Plaintiff's husband (alone) obtained the insurance coverage for the property, and misrepresented its value one month after the property was purchased on the application (Exhibits C and A).

In her Complaint, Plaintiff makes various references to her having filed for divorce and that her husband had left the home "shortly after February 4, 2006". Plaintiff contends that this information should somehow influence the insurance coverage in her favor. However, just the opposite should be true. In a pre-fire Court filing, Plaintiff filed for exclusive possession of the residence and averred that her husband had purposely damaged the property on February 4, 2006 (Exhibit D). Plaintiff testified that, despite her awareness of her husband's purposeful damaging of the premises, and the pending divorce, that she never took any steps to notify Conemaugh Valley of these changed

circumstances regarding insurability of the property (Exhibit A). Moreover, in her divorce filings it is apparent that Plaintiff is the person who left the subject property on February 4, 2006 rather than her husband (Exhibits B and D).

### **CONCLUSION**

Under the factual circumstances of this case, Defendant is entitled to the grant of summary judgment under the existing established case law cited in its prior Brief seeking judgment on the pleadings. In her Complaint, Plaintiff has misrepresented the circumstances surrounding the placement of insurance on the residential property. Moreover, despite her pre-fire awareness of her husband's willingness to damage their residential property, Plaintiff took no steps to notify the Defendant insurer of significantly changed circumstances regarding the insurability of the property.

  
ANDREW L. HORVATH,  
ATTORNEY FOR DEFENDANT

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA  
CIVIL DIVISION

\* \* \* \* \*

\*

TAMMY L. DEVERS, \*

Plaintiff \* Case No.

vs. \* 2005-1520-C.D.

CONEMAUGH VALLEY \*

MUTUAL INSURANCE \*

COMPANY, \*

Defendant \*

\*

\* \* \* \* \*

DEPOSITION OF

TAMMY L. DEVERS

March 27, 2006

COPY

Any reproduction of this transcript  
is prohibited without authorization  
by the certifying agency.

1 A. Let me think for just a moment.

2 Approximately January of 2000.

3 Q. All right. Has your capacity  
4 there changed at all or is it still the  
5 same job?

6 A. It's still basically the same  
7 job. I've gotten some promotions but  
8 it's still the same position for the  
9 most part.

10 Q. All right. Now, your husband,  
11 when did you guys get married?

12 A. May 9th, 1992.

13 Q. All right. Now, the property  
14 that was destroyed by fire, is that the  
15 Wayne Road property?

16 A. Yes.

17 Q. Okay. According to your  
18 complaint that you filed, at paragraph  
19 five says the title to set home and  
20 property was deeded in plaintiff's name  
21 alone, a copy of the deed is marked as  
22 Exhibit A. How and why is it that you  
23 would have bought the property back in  
24 January of 2004 in just your name  
25 instead of your husband's as well?

1 A. My husband had bad credit. When  
2 I applied for a mortgage, the mortgage  
3 company advised me that I would be  
4 better off to get it in my name alone,  
5 get a better interest rate.

6 Q. And what was your understanding  
7 of the nature of the credit problems  
8 with your husband that caused you to  
9 get the property in your own name?

10 A. He had a vehicle repossessed. I  
11 don't know when. I don't recall when.  
12 That was in his name alone.

13 Q. Okay. The next paragraph in the  
14 complaint ---.

15 ATTORNEY DUBOIS:

16 You mean paragraph six?

17 ATTORNEY HORVATH:

18 Yes.

19 BY ATTORNEY HORVATH:

20 Q. I'm going to read six and seven  
21 here together. Six says after the  
22 purchase by plaintiff of her home, she  
23 contracted with defendant for insurance  
24 on her home. At defendant's  
25 insistence, plaintiff also placed her

1        husband on as an insured for policy, a  
2        copy of policy is attached as Exhibit  
3        B. Why don't you tell me the  
4        circumstances about the purchase and  
5        insurance from Conemaugh Valley that  
6        was described in paragraph six and  
7        seven of your complaint?

8        A.        Well, we obtained insurance in  
9        Fairview area of '04, I believe. And I  
10       don't recall the circumstances  
11       surrounding actually obtaining the  
12       insurance. I'm sure there were calls.

13       Q.        What involvement did you have  
14       with obtaining the insurance?

15       A.        I don't understand, what  
16       involvement that I had.

17       Q.        Well, did you go in and meet  
18       someone and say, I need insurance, and  
19       fill out an application and pay the  
20       premium? What involvement?

21       A.        I've only paid the premium. I  
22       have a joint checking account, but I  
23       don't recall exactly how it was --- I  
24       don't recall the meetings and the phone  
25       calls specifically.

1 Q. Now, you have here in your  
2 complaints that says at Conemaugh  
3 Valley's insistence, you also placed  
4 your husband on as an insurer for the  
5 policy. What ---?

6 A. I believe that was at their  
7 request because we were married. I  
8 didn't request that his name be on the  
9 policy. I don't recall requesting that  
10 his name be on the policy.

11 Q. Isn't it true you had nothing to  
12 do with getting the insurance  
13 whatsoever?

14 A. I paid the premium.

15 Q. Did you ever meet with anybody,  
16 do you even know who the agent was?

17 A. I did not know the agent, no.

18 Q. When did you find out who the  
19 agent was?

20 A. On March 23rd, 2005.

21 Q. And who was the agent?

22 A. I don't even know. I don't  
23 know. I don't recall his name.

24 Q. Well, how is it that you  
25 understood ---

1 A. Dave Davis.

2 Q. --- insurance got placed on your  
3 house? How did it come about? Did you  
4 ever meet Mr. Davis?

5 A. I don't recall meeting him, no.

6 Q. Do you have any idea who met Mr.  
7 Davis to get the insurance going?

8 A. When we were first going to  
9 obtain insurance, it was to go through  
10 Nationwide Insurance, I believe, an  
11 agent that my husband and I knew from  
12 Clarion. And then I don't know the  
13 circumstances why it ended up going  
14 through Conemaugh. I don't recall.

15 Q. Well, if you don't have any idea  
16 of the circumstances, what's the basis  
17 of your putting in paragraph seven that  
18 at Conemaugh Valley's insistence,  
19 plaintiff also placed her husband on as  
20 an insurer for the policy? Why are you  
21 saying that? What information do you  
22 have that Conemaugh Valley did anything  
23 about putting your husband on as  
24 opposed to you or your husband putting  
25 him on?

1 A. I'm assuming because the policy  
2 is his name, too, that that was the  
3 agent's request because we were  
4 married.

5 Q. Do you have any idea what the  
6 agent may or may not have said?

7 A. I don't recall.

8 Q. Did you ever speak to Mr. Davis?  
9 A. Before the fire?

10 Q. Yes.

11 A. Not that I recall.

12 Q. In fact, you called some other  
13 agent, didn't you, that you thought had  
14 written insurance?

15 A. Yes, Nationwide.

16 Q. Okay. And who did you call and  
17 what did they tell you?

18 A. After the fire you mean?

19 Q. Yes.

20 A. I called Kevin Fitzsimmons  
21 through Nationwide.

22 Q. Okay. And what did you say to  
23 him?

24 A. And he told me who the agent was  
25 and then I contacted him, Mr. Davis.

1 you had your car through. And then at  
2 the bottom you say, I have never  
3 spoken, I don't think with Dave Davis.  
4 So when's the first time you ever heard  
5 about Dave Davis? Was it after the  
6 fire?

7 A. Yes.

8 Q. Okay. So whatever may have been  
9 said or not said at the time of the  
10 placement of insurance, you have no  
11 idea; is that correct?

12 A. Yeah. I don't recall.

13 Q. Well, if you weren't there and  
14 you weren't involved, what would you  
15 have to recall? I'm trying to figure  
16 out what you would base something on if  
17 you had no involvement with the  
18 gentleman. Do you have any idea what  
19 was said?

20 A. No.

21 ATTORNEY HORVATH:

22 Okay. I'm going to mark  
23 as Exhibit Two the insurance  
24 application.

25 (Deposition Exhibit

3 BY ATTORNEY HORVATH:

4 Q. Do you see the signature at the  
5 bottom right of the first page? Do you  
6 recognize whose signature that is where  
7 it says insurer signature?

8 A. Uh-huh (yes). Yes.

9 Q. Whose signature ---?

10 A. Robert Devers.

11 Q. Okay. That would be your  
12 husband?

13 A . U h - h u h ( y e s ) .

14 Q. At the time of this application,  
15 which looks like towards the top where  
16 it says inception it says 2/16/04. Am  
17 I correct you guys were married and  
18 living together?

19 A . Yes .

20 Q. Now, the purchase price for the  
21 house that's contained in the deed says  
22 \$58,000; was that the price for the  
23 house?

24 A. Yes, I would say. Yes. Yes.

25 Q. Okay. Now, I'll show you in the

1 application that when you went to  
2 Conemaugh Valley Insurance toward the  
3 bottom left says, and this would have  
4 been one month after the house was  
5 purchased. See where it says purchase  
6 price, see what's listed there?

7 A. Construction purchase price?

8 Q. Right.

9 A. Uh-huh (yes).

10 Q. It says \$80,000?

11 A. Uh-huh (yes).

12 Q. And across from it, it says, do  
13 you verify that the facts are true and  
14 correct; do you see where it says yes?

15 A. Uh-huh (yes).

16 Q. Now, the purchase price for that  
17 house wasn't \$80,000, was it?

18 A. No.

19 Q. Okay. And that would only have  
20 been one month before the insurance was  
21 taken out? Do you have any idea why  
22 your husband indicated the purchase  
23 price of the house was \$80,000 instead  
24 of \$58,000?

25 A. No.

1 Q. Now, if you were the sole owner  
2 of the property, how is it that you  
3 didn't make arrangements to get the  
4 insurance? Why would you have your  
5 husband do it if that was an issue?

6 A. If what was an issue?

7 Q. The fact that it was going to be  
8 in your name alone and your property.  
9 Is there some reason why you did or  
10 didn't want him to be involved with the  
11 insurance on it?

12 A. No.

13 Q. Okay. And the reason I'm asking  
14 this is because you're trying to --- in  
15 the complaint you say that Conemaugh  
16 Valley wanted him put on the policy as  
17 an insured rather than you. Had you  
18 ever had a discussion with him in  
19 connection with insuring the house  
20 whether he should be involved in the  
21 insurance or not?

22 A. No.

23 Q. Now, I also saw in the statement  
24 pages seven and eight toward the bottom  
25 that the mortgage payments on the

1 didn't have the money to pay it either.  
2 And the intention was that we would  
3 separate and sell the house. We were  
4 just in the beginning stages of  
5 determining what we were going to do  
6 with the house.

7 Q. Okay. Now, your husband had  
8 made a lot of threats and done some  
9 physical destruction on the house on  
10 February 4th?

11 A. Yes.

12 Q. What's the nature of what was  
13 done relative to the threats and  
14 destruction of the property on that  
15 day?

16 A. What did he do?

17 Q. Right.

18 A. He came home drunk of February  
19 4th and became angry as we were talking  
20 about getting --- that I was going to  
21 file for divorce, that I wanted to file  
22 for divorce. And he got a sledgehammer  
23 and starting smashing things inside the  
24 house and then my son and I fled.

25 Q. Okay. Now, do you know whether

1 or not --- did you take any attempts to  
2 contact any of the insurance companies  
3 about the situation with your husband  
4 and the home and what was going on?

5 A. No.

6 Q. After you left and weren't  
7 living in the house and you got an  
8 order for him to leave the house, did  
9 you contact the insurance company about  
10 the change in circumstances that were  
11 going on with you and your husband and  
12 the property?

13 A. No.

14 Q. Now, what's the status of the  
15 divorce proceedings now?

16 A. It hasn't been finalized. He  
17 has a proposed settlement agreement  
18 that he won't sign.

19 Q. Now, am I correct that he's  
20 pleaded guilty to arson for the fire  
21 that destroyed the home?

22 A. Yes.

23 Q. Now, the complaint in divorce  
24 identifies the property where the fire  
25 occurred as being part of the marital

1 property. Was that --- condition of  
2 that property part of the settlement  
3 agreement that's still pending with  
4 your husband?

5 A. Was the condition ---?

6 Q. Is that one of the items that's  
7 part of the proposed settlement  
8 agreement?

9 A. Yes.

10 Q. Now, the Exhibit Two, you filed  
11 a petition in connection with the  
12 divorce proceeding that had marital  
13 debt of joint and in your name of close  
14 to \$60,000; does that sound correct?

15 A. No. Can I see it for just a  
16 moment?

17 Q. Sure.

18 WITNESS REVIEWS DOCUMENT

19 A. Yes. Circumstances of that  
20 initial thing have changed somewhat as  
21 far as one of the items that's on  
22 there. That vehicle is repossessed.  
23 And instead of owing \$26,000 we owe  
24 \$8,000, his vehicle.

25 BY ATTORNEY HORVATH:

1 Q. Now, did you sign a lease for  
2 the place in DuBois that you're in now?

3 A. No. Thirty (30) day rental  
4 agreement, I believe.

5 Q. Now, are you still in contact  
6 with your husband?

7 A. No.

8 Q. When's the last time you had any  
9 factual involvement with him or  
10 discussions, other than through  
11 attorneys?

12 A. I spoke to him the day of the  
13 fire.

14 Q. And after --- now, the speaking  
15 to him the day of the fire, would that  
16 have been the stuff that's in your  
17 statement that talks about what he had  
18 said earlier in the day, and that you  
19 called him and said they want to see  
20 you?

21 A. Yes.

22 Q. Since that time, have you had  
23 any discussion with him about any facts  
24 concerning either the fire, the  
25 insurance or anything like that?

1 A. No. I've obtained a Protection  
2 From Abuse Order shortly after the fire  
3 and it's my understanding that I have  
4 no contact with him or nor he with me  
5 or our son.

6 Q. Okay. So you've never had any  
7 discussions with him about any  
8 circumstances of the placing of the  
9 insurance?

10 A. Uh-uh (no).

11 Q. And that's a no?

12 A. No.

13 ATTORNEY HORVATH:

14 All right. I think  
15 that's all I have.

16 \* \* \* \* \* \* \* \* \*  
17 DEPOSITION CONCLUDED AT 10:30 A.M.  
18 \* \* \* \* \* \* \* \* \*

19  
20  
21  
22  
23  
24  
25

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

TAMMY L. DEVERS,  
Plaintiff

vs.

ROBERT B. DEVERS,  
Defendant

DIVORCE ACTION

No. 2005-220CD

Type of Pleading: Complaint in Divorce

Filed on behalf of: Tammy L. Devers,  
Plaintiff.

Counsel of Record for this party:

LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court I.D. No. 83998

900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

One (1) minor child of the marriage:

Brian Devers, Date of Birth: 9/30/96

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case

FEB 16 2005

Attest:

*Leanne A. Devers*  
Prostumary/  
Clerk of Courts

Bunting No. 5208

EXHIBIT

*B*

WHEREFORE, Plaintiff requests the Court to enter an Order dissolving the marriage between Plaintiff and Defendant and for such other and further relief as the Court deems just and equitable.

**COUNT II**  
**Equitable Distribution**

10. The Plaintiff incorporates paragraphs 1 through 9 of this Complaint by reference and makes them a part hereof.

11. Plaintiff and Defendant have legally and beneficially acquired property, both real and personal, during their marriage, all of which property is "marital property."

12. Plaintiff and Defendant have been unable to agree to an equitable division of said property.

WHEREFORE, Plaintiff requests the Court to equitably divide all marital property and to enjoin it from being removed, disposed, alienated, sold, or otherwise encumbered pending final hearing and settlement of all claims.

**COUNT III**  
**Custody**

13. The Plaintiff incorporates paragraphs 1 through 12 of this Complaint by reference and makes them a part hereof.

14. Plaintiff is Tammy L. Devers, an adult individual, presently residing at the above captioned address, and she has resided there since February of 2004.

15. Defendant is Robert B. Devers, an adult individual, presently residing at the above captioned address, and he has resided there since February of 2004.

16. The minor child at issue is:

Brian Devers (d.o.b. 9/30/96).

17. The child was not born out of wedlock.

18. During the past five years, the child has resided with the following persons and at the following addresses:

<u>Date</u>	<u>Names</u>	<u>Address</u>
10/01-9/02	Plaintiff and Defendant	106 Quarry Avenue, DuBois, PA
9/02-2/04	Plaintiff and Defendant	926 West Washington Ave., DuBois, PA, 15801
2/04 – 2/4/05	Plaintiff and Defendant	5708 Wayne Road, DuBois PA15801
2/4/05-Present	Plaintiff	Ridgway, PA

19. The relationship of Plaintiff to the child is that of natural mother. The Plaintiff currently resides with Brian Devers (son), Nina Cowan (sister), Jordan Cowan (niece), Dustin Cowan (nephew), Tim Cowan, (bother-in-law).

20. The relationship of Defendant to the children is that of natural father. The Defendant currently resides alone.

21. Plaintiff has not participated as a party or witness, or in another capacity, in other litigation concerning the custody of the minor child in this or another Court.

22. Plaintiff has no information of a custody proceeding concerning the child.

23. Plaintiff does not know of a person not a party to these proceedings who has physical custody of the child.

24. Each parent's parental rights to the child have not been terminated and the person who has physical custody of the child have been named as parties to this action.

WHEREFORE, Plaintiff requests this Court to grant custody of the minor child of the marriage to the Plaintiff and schedule this matter for a custody conference, custody mediation and/or court hearing.

Respectfully submitted,

Lea Ann Heltzel, Esquire

VERIFICATION

I hereby verify that the statements made in this complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to Unsworn Falsification to Authorities.

Tammy L. Devers  
Tammy L. Devers

82 1265

## HOMEOWNERS POLICY APPLICATION

Conemaugh Valley  
Mutual Insurance CompanyNEW   
RENEWAL   
OF POLICY 

701 Belmont Avenue, Johnstown, Pennsylvania 15904

NAME INSURED AND P.O. ADDRESS (No., Street, Town or City, County, State, Zip Code)

Robert & Tammy Devers  
213 Wayne Rd.  
DuBois PA 15801Agent or Broker: *CB*  
224-01  
Dave Banker Enterprises Inc.  
Your Insurance Broker  
237A Broad St.  
Towm and State: New Bethlehem, PA 18224

POLICY TERM INCEPTION EXPIRATION

1 yr 2-16-04 2-16-05

Accurate location of dwelling if no house number -

213 Wayne Rd.  
DuBois PA

## CHECK COVERAGE DESIRED

Form-8 Actual Cash Value  
 Form-1 Actual Cash Value  
 Form-1 Replacement Value  
 Form-2 Replacement Value  
 Form-3 Replacement Value  
 Form-4 Tenant Homeowners

SECTION I COVERS	Limit of Liability	Premium	
A. Dwelling	\$ 80,000	Basic Policy Premium	\$ 354
B. Appurtenant Structures	\$ 8,000	Additional Premiums List Endorsement #s:	
C. Unscheduled Personal Property	\$ 56,000	ML 55	\$ 53
D. Additional Living Expenses	\$ 16,000	Inc. Liab	\$ 7
Section II Coverages	FEB 19 2004	Ass. fee	\$ 8.50
E. Personal Liability (Bodily Injury and Property Damage)		TOTAL ANNUAL PREMIUM	\$ 422.50
M. Medical Payments to Others	Each occurrence		
	Each Person		
	Each accident		

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Section II - Additional residence premises, if any, located: (No., Street, Town or City, County, State, Zip Code and PHOTOGRAPH)

Mortgage(s) (Name and Address)

Coldwell Banker Mortgage  
TSAOA / AT FMA  
PO Box 5954  
Springfield, OH 45501-5954*FORM 2*Occupied by  1  2  3  4  Families.Prior Losses  Yes  NoDeductible  100  250  500  Other \_\_\_\_\_

If yes, kind(s) \_\_\_\_\_ Amount(s) \_\_\_\_\_

 Frame  Brick Other \_\_\_\_\_

Zone \_\_\_\_\_ Protection Class \_\_\_\_\_

Has coverage been refused or declined in the past Yes  No County *Clearfield* Township \_\_\_\_\_Premium Group *16**New credit* Construction/Purchase Price \$ *80,000*Year Constructed/Purchased *1950*Any business/commercial operation on premises Yes  No  Ft. from Fire Hydrant \_\_\_\_\_ Miles from Fire Department \_\_\_\_\_Do you verify that the facts are true and correct Yes  No  HO-4 No. of Apts. in Building Photo enclosed.

I understand that this application is subject to company review and approval before a policy is written.

 Complete and attach UDPH 1 or 3Is there a woodburner  No

If no, send photo.

Insured's Social Security No. *116-58-3380*Insured's Signature *Robert Devers*Insured's Phone No. *814-371-8288*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
(CIVIL DIVISION)

TAMMY L. DEVERS, : DIVORCE ACTION  
Plaintiff :  
vs. : No. 2005- 226 CD  
ROBERT B. DEVERS, :  
Defendant :  
: Type of Pleading: Petition for  
: Exclusive Possession of the  
: Marital Home  
: Filed on behalf of: Tammy L. Devers  
: Counsel of Record for this party:  
: LEA ANN HELTZEL  
: Attorney at Law  
: Supreme Court No. 83998  
: 900 Beaver Drive  
: DuBois, Pennsylvania 15801  
: (814) 375-0300

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case

FEB 16 2005

Attest

*Lea Ann Heltzel*  
Prothonotary  
Court of Common Pleas  
Baldwin No. 5208  
EXHIBIT  
D

6. The Respondent's continued residence in the marital home is disruptive of the family union and extremely disturbing to the said minor child and to the Petitioner.

7. The Respondent has a serious alcohol problem and repeatedly causes fights with the child and the Petitioner. For example, on February 4, 2005, the Respondent came home from work intoxicated at approximately 9:00 p.m. Respondent went into a fit of rage, yelling and screaming. Petitioner attempted to telephone Respondent's foster parent and Respondent ripped the phone out of the wall. He then proceeded to pick up the monitor of the computer and slam it down on the desk. Petitioner became extremely frightened and went upstairs to pack clothes for herself and her child to enable them to leave the residence for the night. When Petitioner and Petitioner's child came back downstairs, Respondent threw a lamp through the parties' window in the living room. While Petitioner and Petitioner's son attempted to leave the residence, Respondent went to the garage and brought in a sledgehammer. While Petitioner and Petitioner's child were running to their vehicle, Respondent proceeded to break the back door window.

8. Petitioner is the primary caretaker of the minor child and has continued to provide for his care and welfare and to comfort him after each of the Respondent's alcohol induced episodes.

9. Due to the fact that Petitioner and Petitioner's child are afraid of Respondent, they are staying with Petitioner's family in Ridgway. Petitioner is transporting the child to school in DuBois on a daily basis. Petitioner is also employed in DuBois at S&T Bank.

TAMMY L. DEVERS,  
PLAINTIFF

vs.

CONEMAUGH VALLEY  
MUTUAL INSURANCE  
COMPANY,

DEFENDANT

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: CIVIL ACTION - LAW  
: NO. 05-1520-CD  
:  
:  
:  
:  
:  
:

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on the 14<sup>th</sup> day of June, 2006, Defendant's Brief in Support of Motion for Summary Judgment, was forwarded by U.S. Mail, postage prepaid, to counsel of record, addressed as follows:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

Dated: June 14, 2006



\_\_\_\_\_  
ANDREW L. HORVATH,  
ATTORNEY FOR DEFENDANT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

TAMMY L. DEVERS :

VS. : NO. 05-1520-CD

CONEMAUGH VALLEY MUTUAL :

O R D E R

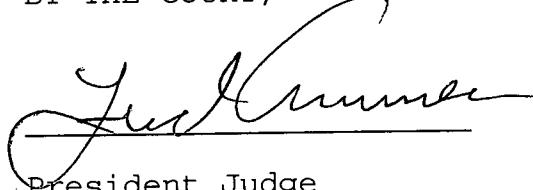
AND NOW, this 18th day of September, 2006, following argument on the Defendant's Motion for Summary Judgment, it is the ORDER of this Court as follows:

1. Defense counsel shall file the deposition of the Plaintiff this date.

2. Defense counsel shall supply the Court with the attachments to the Motion for Summary Judgment which were inadvertently left off within no more than five (5) days from this date.

3. Plaintiff's counsel shall have no more than twenty (20) days from this date to submit appropriate brief to the Court.

BY THE COURT,

  
\_\_\_\_\_  
President Judge

**FILED** *2cc Atlys:  
01143/61 Dubois  
SEP 21 2006 Horvath*

William A. Shaw  
Prothonotary/Clerk of Courts

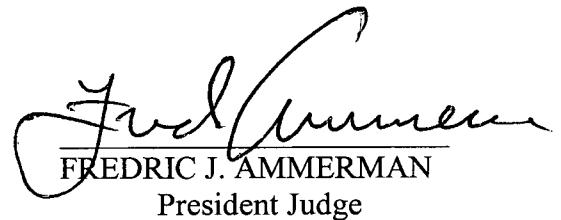
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

TAMMY L. DEVERS, :  
Plaintiff, : No. 2005-1520-CD  
:  
v. :  
:  
CONEMAUGH VALLEY MUTUAL :  
INSURANCE COMPANY :  
Defendant. :

**ORDER**

NOW, this 24 of October 2006, after consideration of Defendant's Motion for Summary Judgment and the Parties' briefs, it is the ORDER of this Court that the Defendant's requested Motion for Summary Judgment be and is hereby GRANTED. Plaintiff's Complaint is accordingly DISMISSED with prejudice.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED  
01/05/2007  
OCT 24 2006  
C.C. Atlys:  
Dobois  
Horvath

William A. Shaw  
Prothonotary/Clerk of Courts

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