

05-1748-CD  
Century Ins. Co vs A&D Well Inc

In Re: Gary B. Teats  
05-1747-CD

File #10-05-801

LAW OFFICES OF STEWART C. CRAWFORD & ASSOCIATES  
BY: Stewart C. Crawford, Esquire  
ATTORNEY I.D. # 09827  
223 North Monroe Street  
P.O. Box E  
Media, PA 19063  
Telephone: (610) 565-7050

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

**CIVIL ACTION - LAW**

CENTURY INSURANCE COMPANY	:	IN CIVIL ACTION
P.O. Box 163340	:	
Columbus, OH 43216	:	
vs.	:	NO: 05-1748-CD
A&D WELL, INC.	:	
925 North Front Street	:	
Philipsburg, PA 16866	:	

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CANNOT PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830  
814-765-2641 Ext. 5982

FILED Atty pd.  
11/13/05 85.00  
NOV 08 2005  
WILLIAM A. SHAW  
Prothonotary/Clerk of Courts

File #10-05-801

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

**CIVIL ACTION – LAW**

CENTURY INSURANCE GROUP  
P.O. Box 163340  
Columbus, OH 43216

IN CIVIL ACTION

v.

NO:

A&D WELL, INC.  
925 North Front Street  
Philipsburg, PA 16866

**COMPLAINT**

1. Plaintiff is an insurance company duly authorized to issue insurance policies under the laws of the Commonwealth of Pennsylvania.
2. Defendant is a corporation authorized to do business in Pennsylvania and at all times pertinent hereto had as a principle place of business at the above captioned address.
3. On or about March 6, 2003, Plaintiff issued its policy of insurance number CCP260531 naming Defendant as insured.
4. A true and correct copy of said policy is attached hereto and marked Exhibit "A".
5. The policy became operative and in full force on March 6, 2003 and continued through March 6, 2004.

6. As more fully appears by reference to Exhibit "B", "Deductible Liability Insurance", Defendant is required to pay a \$1,000.00 per claim deductible.
7. Pursuant to Part A of Exhibit "B" (page 1), Plaintiff is obligated to pay damages on behalf of Defendant insured only in excess of the deductible amounts. Pursuant to Part D of Exhibit "B" (page 2), Plaintiff may pay any or all of the deductible to effect settlement, but shall promptly be reimbursed by Defendant insured.
8. As the result of an incident of November 30, 2003, wherein Defendant's place of business located at 1652 Walton Street, Philipsburg, Pennsylvania, suffered a fire loss, Plaintiff effected settlement of a claim on behalf of Defendant, A&D Well, Inc., under this policy of insurance.
9. Plaintiff paid the total damages, including deductible amount, for the claimant property owner..
10. The claimant sustained damages in excess of the \$1,000.00 deductible amount, for a total of \$3,391.81.
11. Despite Plaintiff's demand, Defendant has failed, neglected, and refused to pay the sum owed of \$1,000.00.
12. Defendant received the benefits of the insurance policy described without having paid the required deductible, all to the loss and detriment of Plaintiff, and in violation of Defendant's agreement with Plaintiff.
13. Plaintiff has performed and complied with all conditions required of it under said policy.

WHEREFORE, Plaintiff demands judgment against Defendant in the sum of  
\$1,000.00 plus interest and cost of suit.



Stewart C. Crawford, Esquire

Attorney for Plaintiff

DATE: 11/04/05

**VERIFICATION**

The undersigned hereby states that he is an authorized agent of Plaintiff insurance company in this action and verifies that the statements contained in the foregoing Complaint are true and correct. The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.



Stewart C. Crawford, Esquire  
Attorney for Plaintiff

Date: 11/04/05

For Exhibit  
AA

A

04-17-2003 11:57 AM



processed SLCHEESE  
04/22/2003

## Century Surety Company

2400 Corporate Exchange Dr., Suite 290  
Columbus, Ohio 43231

CCP260531

### COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NO.: CCP260531

NAMED INSURED AND ADDRESS:

A. S. D. WELL  
DAVE FERGUSON  
RD 4, BOX 175

PHILIPSBURG

PA 16866

RENEWAL CCP228703

CODE NO.: 5755A

INSURED'S AGENT:

HELMBOULD & STEWART  
308 WALTON ST  
SUITE 1

PHILIPSBURG

PA 16866

POLICY PERIOD: From: 03/06/2003 To: 03/06/2004 at 12:01 A.M. Standard time at your mailing address shown above.

Business Description:

Individual

Joint Venture

Partnership

XOrganization (Other than Partnership or Joint Venture)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COMMERCIAL GENERAL LIABILITY COVERAGE PART T.R.I.A.	PREMIUM
	\$ 3,500.00
	140.00

POLICY FEE	250.00
PA STATE TAX	109.20
STAMPING FEE	15.00

UNDERWRITER: JENNIFER LOBOZZO  
W.L. 4/7/03

This Insurer which has issued this insurance is  
and is licensed by the Pennsylvania Insurance  
Department and is subject to its laws. This  
Insurance is not subject to the laws of  
any other state. This Insurance is not  
subject to the laws of any other state.  
Underwriter: Jennifer L. LoBizzo  
Universal Specialty Underwriters, Inc. 1910 Cochran Rd.  
Suite 210, Pittsburgh, PA 15220

25 % of the Policy Premium is fully earned as of the effective date of this policy and is not subject to return or refund.  
Service of Suit (if form CCP 20 10 is attached) may be made upon:

Form(s) and Endorsement(s) made a part of this policy at time of issue\*:

See Attached Schedule of Forms, CIL 15 00b 02 02

\* Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.  
Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

COMPANY REPRESENTATIVE:

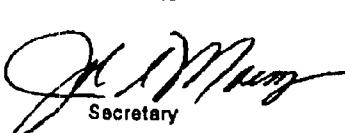
Countersigned By \_\_\_\_\_

Authorized Representative

UNIVERSAL SPECIALTY UNDERWRITERS  
1910 COCHRAN RD  
SUITE 210, MANOR OAK 1  
PITTSBURGH

PA 15220

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly Authorized Agent of this Company at the Agency hereinbefore mentioned.

   
Secretary President

COMPANY

CSCP 10 01 01 02

04-17-2003 11:57 AM

**Century Surety Company**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy No: CCP260531

Effective Date: 03/06/2003 \*\*  
12:01 A.M. Standard Time

**NAMED INSURED:** A & D WELL  
DAVE FERGUSON

**LIMITS OF INSURANCE:**

General Aggregate Limit (Other than Product-Completed Operations)	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
X Fire Damage Limit	Damage to Premises Rented to You \$ <input type="text"/> SEE ENDT. #1 Any one Fire/ Occurrence
Medical Expense Limit	\$ 2,000 Any one Person

**RETROACTIVE DATE: (CG 00 02, CGL 1551 or CGL 1553)**

Coverage A and B of this insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" which occurs before the retroactive date shown here:

**DEDUCTIBLE: Per Claim**

\$ 1,000 Bodily Injury Liability & Property Damage Liability Combined  
(this deductible also applies to Personal and Advertising Injury Liability.) Deductible also applies to Supplementary Payments - Coverages A and B  Yes  No

**LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:**

1 RD 4, BOX 175 PHILIPSBURG PA 16866

S/Ins Code	Classification	RATE:			ADVANCED PREMIUM	
		Prem. Basis	Prem. Opns.	Pr/Co	Pr/Co	All Other
PA	97222 Machinery or Equipment - Industrial - Installation, servicing or repair	P) 65,000	53.85	INCL	INCL	3,500.00
PA	T.R.I.A TERRORISM RISK INSURANCE ACT OF 200	FLAT	FLAT			140.00
Audit period is Annual Unless Otherwise Stated		Total Advance Premium \$ .00			\$ 3,640.00	
		Minimum Premium for This Coverage Part \$			3,640.00	

**FORMS AND ENDORSEMENTS** (other than applicable Forms and Endorsements shown elsewhere in the policy):  
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:  
See Attached Schedule of Forms, CIL 15 00b 02 02

\* Inclusion of Date Optional

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE  
NAME OF THIS INSURED AND THE POLICY PERIOD**

CGL 15 00 11 00

04-17-2003 11:57 AM  
Policy Number CCP260531

CIL 15 00b 02 02

## SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms and endorsements shown elsewhere in the policy)

Forms and Endorsements applying to the Coverage Parts listed below and made a part of this policy at time of issue:

Form/ Endt. #	Edition Date	Title
------------------	-----------------	-------

**Forms Applicable to this Coverage Part - INTERLINE-ALL COVERAGE PARTS**

CSCF 10 00 06 95	POLICY JACKET
CSCF 10 01 01 02	COMM LINES COMMON POLICY DEC
IL 00 03 04 98	CALCULATION OF PREMIUM
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 04 98	NUCLEAR ENERGY LIAB EXCL
IL 02 46 09 00	PA CHANGES-CANC AND NONRENEWAL
IL 09 10/EO 291 01 81	PA NOTICE
CCP 20 10 09 00	SERVICE OF SUIT CLAUSE

**Forms Applicable to this Coverage Part - GENERAL LIABILITY**

CGL 15 00 11 00	COMM GENERAL LIABILITY POLICY DE
CG 03 01 10 01	COMM GENERAL LIABILITY COV FORM
CG 03 00 01 96	DEDUCTIBLE LIAB INS
CG 21 46 07 98	ABUSE OR MOLESTATION EXCL
CG 21 47 07 98	EMPLOYMENT-RELATED PRACTICES EXC
CG 21 65 09 99	TOTAL POLLUTION EXCL
CG 21 69 01 02	WAR OR TERRORISM EXCL
CGL 17 01 01 02	SPECIAL EXCL AND LIMITATIONS END
CGL 17 02 11 00	ACTION OVER EXCL
CGL 17 04 11 00	EXCL-ASSAULT AND BATTERY

CG 2177 - EXCEPTION TO TERRORISM EXCL

CIL 15 00b 02 02

*Exhibit*

*B*

*Exhibit*

*B*

04-17-2003 11:57 AM

COMMERCIAL GENERAL LIABILITY  
CG 03 00 01 96

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Coverage</b>	<b>Amount and Basis of Deductible</b>		
	<b>PER CLAIM</b>	<b>or</b>	<b>PER OCCURRENCE</b>
<b>Bodily Injury Liability</b>	\$		\$
<b>OR</b>			
<b>Property Damage Liability</b>	\$		\$
<b>OR</b>			
<b>Bodily Injury Liability and/or</b> <b>Property Damage Liability Combined</b>	\$ 1,000		\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
  1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
  - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
    - (1) "Bodily Injury";
    - (2) "Property damage"; or
    - (3) "Bodily injury" and "property damage" combinedas the result of any one "occurrence".  
If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.  
With respect to "property damage", person includes an organization.
  2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

**COMMERCIAL GENERAL LIABILITY**  
CG 03 00 01 96

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

- C. The terms of this insurance, including those with respect to:
  1. Our right and duty to defend the insured against any "suite" seeking those damages; and
  2. Your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

File #10-05-801dj

LAW OFFICES OF STEWART C. CRAWFORD  
BY: Stewart C. Crawford, Esquire  
ATTORNEY I.D. #09827  
223 North Monroe Street  
P.O. BOX 3  
Media, PA 19063  
Telephone: (610) 565-7050

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

CENTURY INSURANCE COMPANY : NO. 05-1748CD

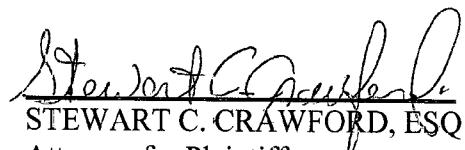
VS.

A & D WELL, INC. : IN CIVIL ACTION

**ORDER TO SETTLE**

TO THE PROTHONOTARY:

Kindly mark the above captioned case SETTLED, DISCONTINUED, AND ENDED against the Defendant, upon payment of your cost only.

  
STEWART C. CRAWFORD, ESQ  
Attorney for Plaintiff

FILED NO  
10/2/02 8:12 AM  
DEC 27 2005 Crt. of Disc.  
to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts  
Copy to CIA

**FILED**

**DEC 27 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

 COPY

CIVIL DIVISION

**Century Insurance Company**

Vs. **No. 2005-01748-CD**  
**A & D Well, Inc.**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 27, 2005, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Stewart C. Crawford, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of December A.D. 2005.

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William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100988  
NO: 05-1748-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CENTURY INSURANCE COMPANY  
vs.  
DEFENDANT: A&D WELL, INC.

**SHERIFF RETURN**

NOW, November 15, 2005 AT 2:02 PM SERVED THE WITHIN COMPLAINT ON A&D WELL, INC. DEFENDANT AT 925 NORTH FRONT ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SARA STOUT, SECRETARY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

**FILED**  
01/16/06  
FEB 16 2006  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CRAWFORD	8032	10.00
SHERIFF HAWKINS	CRAWFORD	8032	33.89

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hawk*  
Chester A. Hawkins  
Sheriff