

08-1419-CD
C. Waksmunski vs Millville Mutual et al

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

CONSTANCE A. WAKSMUNSKI, : Docket No.:
Plaintiff : *08-149-CD*
vs. : Type of Case:
: **CIVIL**
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
: Medical/ Professional
: Liability Action (check
: if applicable)

TYPE OF PLEADING

Praecipe for Writ of Summons

Filed on behalf of

Plaintiff

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084
BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854
(814) 349-5666
(814) 349-2212 (FAX)
jnbryant1@verizon.net

FILED *Atty pd.*
M 10:57 AM *\$95.00*
AUG 01 2008
1CC & 3 Writs
William A. Shaw
Prothonotary/Clerk of Courts *to Sheriff*

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

CONSTANCE A. WAKSMUNSKI, : Docket No.:
Plaintiff :
vs. : Type of Case:
: CIVIL
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY OF SAID COURT:

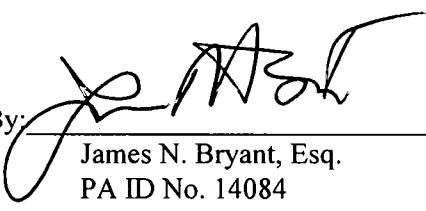
Kindly issue a Writ of Summons against:

Millville Mutual Insurance Company, of 215 State Street, P. O. Box 280, Millville, PA 17846-0280

and

Sandra Jane Waksmunski Nearing, 2027 Williams Street, Ridgway, PA 15853

BRYANT & CANTORNA, P.C.

By: 

James N. Bryant, Esq.
PA ID No. 14084
Attorney for Plaintiff
107 East Main Street
P.O. Box 551
Millheim, PA 16854
(814) 349-5666
(814) 349-2212 (fax)
Jnbryant1@verizon.net

DATED: July 31, 2008

COPY

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

CONSTANCE A. WAKSMUNSKI, : Docket No.: *08-1419-CD*
Plaintiff :
vs. : Type of Case:
: CIVIL
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

WRIT OF SUMMONS

TO: MILLVILLE MUTUAL INSURANCE COMPANY
215 State Street
P. O. Box 280, Millville, PA 17846-0280

TO: SANDRA JANE WAKSMUNSKI NEARING
2027 Williams Street
Ridgway, PA 15853

You are hereby notified that Constance A. Waksmunski, Plaintiff in the above-captioned action, has commenced an action against you which are you required to defend or default judgment may be entered against you.

PROTHONOTARY

William A. Shaw

William A. Shaw

DATED: August 1, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104498
NO: 08-1419-CD
SERVICE # 1 OF 2
WRIT OF SUMMONS

PLAINTIFF: CONSTANCE A. WAKSMUNSKI

VS.

DEFENDANT: MILLVILLE MUTUAL INSURANCE CO. and SANDRA JEAN WAKSMUNSKI NEARING

SHERIFF RETURN

NOW, August 05, 2008, SHERIFF OF COLUMBIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF SUMMONS ON MILLVILLE MUTUAL INSURANCE COMPANY.

NOW, August 12, 2008 AT 10:35 AM SERVED THE WITHIN WRIT OF SUMMONS ON MILLVILLE MUTUAL INSURANCE COMPANY, DEFENDANT. THE RETURN OF COLUMBIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

S
FILED
09-05-2008
DEC 31 2008
LL

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104498
NO: 08-1419-CD
SERVICE # 2 OF 2
WRIT OF SUMMONS

PLAINTIFF: CONSTANCE A. WAKSMUNSKI

VS.

DEFENDANT: MILLVILLE MUTUAL INSURANCE CO. and SANDRA JEAN WAKSMUNSKI NEARING

SHERIFF RETURN

NOW, August 05, 2008, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF SUMMONS ON SANDRA JEAN WAKSMUNSKI NEARING.

NOW, August 20, 2008 AT 9:12 AM SERVED THE WITHIN WRIT OF SUMMONS ON SANDRA JEAN WAKSMUNSKI NEARING, DEFENDANT. THE RETURN OF ELK COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104498
NO: 08-1419-CD
SERVICES 2
WRIT OF SUMMONS

PLAINTIFF: CONSTANCE A. WAKSMUNSKI

vs.

DEFENDANT: MILLVILLE MUTUAL INSURANCE CO. and SANDRA JEAN WAKSMUNSKI NEARING

SHERIFF RETURN

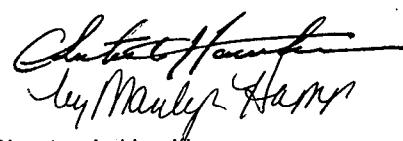
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BRYANT	17648	20.00
SHERIFF HAWKINS	BRYANT	17648	29.00
COLUMBIA CO.	BRYANT	17649	50.00
ELK CO.	BRYANT	17650	23.34

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

104498

TIMOTHY T. CHAMBERLAIN



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 389-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

CONSTANCE A. WAKSMUNSKI

Docket # 1419CFW2008

VS

SUMMONS

MILLVILLE MUTAL INSURANCE
COMPANY

AFFIDAVIT OF SERVICE

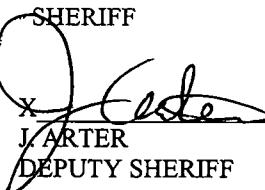
NOW, THIS TUESDAY, AUGUST 12, 2008, AT 10:35 AM, SERVED THE WITHIN SUMMONS
UPON MILLVILLE MUTAL INSURANCE CO. AT 215 STATE STREET, MILLVILLE BY
HANDING TO CARLA ROBBINS, SECRETARY, A TRUE AND ATTESTED COPY OF THE
ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

SWORN AND SUBSCRIBED BEFORE ME
THIS WEDNESDAY, AUGUST 13, 2008

Tami B Kline (KPB)
NOTARY PUBLIC

**Proth & Clerk of Sev. Courts
My Com. Ex. 1st Monday in 2012**

Timothy T. Chamberlain
X _____
TIMOTHY T. CHAMBERLAIN
SHERIFF

X _____
J. CARTER
DEPUTY SHERIFF

CLEARFIELD COUNTY SHERIFF OFFICE
1 NORTH SECOND STREET
Suite 116
CLEARFIELD, PA 16830



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 104498

TERM & NO. 08-1419-CD

CONSTANCE A. WAKSMUNSKI

WRIT OF SUMMONS

VS.

MILLVILLE MUTUAL INSURANCE CO. and SANDRA JEAN WAKSMUNSKI NEARING

SERVE BY: 08/31/08
COURT DATE:

MAKE REFUND PAYABLE TO BRYANT & CANTORNA

SERVE: MILLVILLE MUTUAL INSURANCE COMPANY

ADDRESS: 215 STATE STREET, PO BOX 280, MILLVILLE, PA 17846-0280

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF COLUMBIA COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, August 05, 2008.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

Affidavit of Service

Constance A. Waksmunski
vs.
Sandra Jean Waksmunski Nearing

No. 1419 Term, 20 08

Returnable within _____ days
from date of service hereof.

NOW August 20, 2008 at 9:12 o'clock A.M.

served the within Summons on Sandra Jean Waksmunski Nearing

at 2027 Williams Street, Ridgway, Elk County, PA

by handing to Jeff Nearing, husband to Sandra Jean Waksmunski Nearing

a true and attested copy of the original Summons and made

known to him the contents thereof. Sheriff's Costs - \$23.34 PAID

Sworn to before me this 5th

day of September A.D. 20 08

May 2011
Jeffrey C. Krieg
Prothonotary

My Commission Expires
January 2, 2012

118.11-010

So answers,

Jeffrey C. Krieg
Sheriff
Earl C Pontious
Deputy



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 104498

TERM & NO. 08-1419-CD

CONSTANCE A. WAKSMUNSKI

WRIT OF SUMMONS

VS.

MILLVILLE MUTUAL INSURANCE CO. and SANDRA JEAN WAKSMUNSKI NEARING

SERVE BY: 08/31/08
COURT DATE:

MAKE REFUND PAYABLE TO BRYANT & CANTONA

SERVE: SANDRA JANE WAKSMUNSKI NEARING

ADDRESS: 2027 WILLIAMS ST., RIDGWAY, PA 15853

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF ELK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, August 05, 2008.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CONSTANCE A. WAKSMUNSKI, : Docket No.: 08-1419-CD
Plaintiff :
vs. : Type of Case:
: CIVIL
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

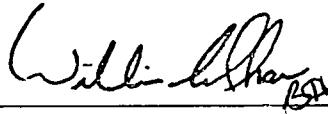
WRIT OF SUMMONS

TO: MILLVILLE MUTUAL INSURANCE COMPANY
215 State Street
P. O. Box 280, Millville, PA 17846-0280

TO: SANDRA JANE WAKSMUNSKI NEARING
2027 Williams Street
Ridgway, PA 15853

You are hereby notified that Constance A. Waksmunski, Plaintiff in the above-captioned action, has commenced an action against you which are you required to defend or default judgment may be entered against you.

PROTHONOTARY



William A. Shaw

DATED: August 1, 2008

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. :
No. **08-1419-CD**
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
TYPE OF CASE:
Civil Action

Complaint

Filed on behalf of

Plaintiff

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
P. O. Box 551
Millheim, PA 16854

(814) 349-5666
(814) 349-2212 (fax)

FILED ICC ATT
3/12/15 am Bryant
MAR 19 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CONSTANCE A. WAKSMUNSKI,
Plaintiff

vs.

No. 08-1419-CD

MILLVILLE MUTUAL INSURANCE CO.,
and
SANDRA JEAN WAKSMUNSKI NEARING,
Defendants

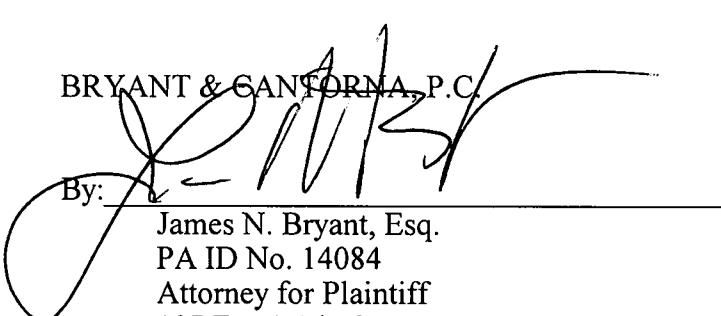
NOTICE

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 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 claim or 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DANIEL J. NELSON, COURT ADMINISTRATOR
Clearfield County Courthouse
CLEARFIELD, PA 16870
814-765-2641 x 5982

BRYANT & GANTORNA, P.C.

By: 

James N. Bryant, Esq.
PA ID No. 14084
Attorney for Plaintiff
107 East Main Street, P.O. Box 551
Millheim, PA 16854
(814) 349-5666
(814) 349-2212 (fax)
Jnbryant1@verizon.net

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. : No. **08-1419-CD**
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

COMPLAINT

AND NOW, comes the Plaintiff, CONSTANCE A. WAKSMUNSKI, by and through her attorney, James N. Bryant, Esq., of Bryant & Cantorna, P.C., and files this Complaint and avers as follows:

1. Plaintiff, Constance A. Waksmunski, is an individual, who resides at 743 Drane Highway, P. O. Box 36, Osceola Mills, Clearfield County, Pennsylvania 16666.
2. Defendant, Millville Mutual Insurance Co., is an insurance company organized and existing under the laws of the Commonwealth of Pennsylvania, doing business at 215 State Street, P. O. Box 280, Millville, Columbia County, Pennsylvania 17846.
3. Defendant, Sandra Jean Waksmunski Nearing, is an individual, who resides at 2027 Williams Street, Ridgeway, Elk County, Pennsylvania 15853.
4. The Plaintiff owned property located at 795 Drane Highway, Osceola Mills, Clearfield County, Pennsylvania.

5. Plaintiff received the property by virtue of a deed from her late father, Joseph Waksmunski, dated March 8, 2001. A true and correct copy of the deed is attached hereto, incorporated by reference and marked Exhibit "A".

6. The Plaintiff cared for the late Joseph Waksmunski for his entire life and lived in the property.

7. There was an understanding among the children, Theopelia Marie Waksmunski and Sandra Jean Waksmunski, as well as the Plaintiff, that the Plaintiff would receive the property.

8. Thereafter, on or about February 26, 2006, Joseph A. Waksmunski died.

9. Plaintiff had at all times purchased insurance through Millville Mutual Insurance Co. A true and correct copy of the policy is attached hereto, incorporated by reference and marked Exhibit "B".

10. The Defendant Sandra Jean Waksmunski Nearing recognized this by signing a waiver of any insurance proceeds, a true and correct copy of which is attached hereto, incorporated by reference and marked Exhibit "C".

11. On or about April 18, 2007, the property was totally destroyed by fire of accidental origin. The structure, at the time, was insured for \$98,000.00.

12. Defendant, Millville Mutual Insurance Co. has refused to issue a check payable to Plaintiff, Constance A. Waksmunski, in the amount of \$98,000.00.

13. Defendant, Sandra Jean Waksmunski Nearing, has given notice that she intends to claim a percentage of the insurance proceeds.

14. In addition, a claim has been filed for the contents in the amount of \$40,000.00.

15. To date, this amount has not been paid.

COUNT I

Declaratory Judgment

16. Paragraphs 1 through 15 are incorporated herein as if set forth at length.
17. Plaintiff requests this Honorable Court enter an order declaring that she is the sole insured under the property.
18. Plaintiff requests this Honorable Court enter an order that Sandra Jean Waksmunski Nearing be declared as not a signatory to the policy.
19. Plaintiff demands judgment against the Defendant, Millville Mutual Insurance Co., in the amount of \$98,000.00, plus interest and costs under the contract.
20. Plaintiff demands judgment against the Defendant, Millville Mutual Insurance Co., in the amount of \$40,000.00 for the contents, plus interest and costs.

Respectfully submitted,

BRYANT & CANTORNA, P.C.

By:

James N. Bryant, Esq.
PA ID No. 14084
Attorney for Plaintiff
107 East Main Street
P. O. Box 551
Millheim, PA 16854
814-349-5666
814-349-2212 (fax)
Jnbryant1@verizon.net

VERIFICATION

I verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

Constance Ann Welsmire

THIS DEED

MADE the 8th day of March, in the year two thousand one (2001).

BETWEEN JOSEPH A. WAKSMUNSKI, a Widower, of Decatur Township, Clearfield County, Osceola Mills, Pennsylvania 16666, hereinafter "Grantor" and Party of the First Part,

A

N

D

THEOPELIA MARIE WAKSMUNSKI, CONSTANCE ANN WAKSMUNSKI, SANDRA JEAN WAKSMUNSKI, and JOSEPH A. WAKSMUNSKI, all of Decatur Township, Clearfield County, Osceola Mills, Pennsylvania, 16666, each as the owner of an undivided one-quarter interest in the hereinafter described real property as Joint Tenants with the Right of Survivorship and not as Tenants in Common, hereinafter "Grantees" and Parties of the Second Part.

WITNESSETH, that in consideration the sum of SIXTY THOUSAND AND NO/100 (\$60,000.00) DOLLARS in hand paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees, their heirs and assigns,

THIS IS A TRANSFER BETWEEN FATHER AND DAUGHTERS AND THEREFORE NO TRANSFER TAX IS REQUIRED.

ALL that certain piece or parcel of ground located, lying and being in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the North side of Second Street; thence in an Easterly direction, a distance of two hundred fifteen (215) feet more or less to a point on the Western right-of-way line of public road; thence North five (5°) degrees East along the said public road, a distance of one hundred twenty (120) feet more or less to a point; thence in a general Westerly direction, a distance of two hundred seventy-five (275) feet to a point on the East side of an alley; thence in a general Southerly direction along the said alley, a distance of one hundred (100) feet to a point and the place of beginning. Being Lot No. 113 and part of Lot No. 123.

BEING the same piece or parcel of real property granted and conveyed to Joseph A. and Frances C. Waksmunski by deed of Joseph E. Petroski, a single man, dated April 16, 1956, and recorded April 17, 1956, in Clearfield County Deed Book 449 at page 507. Thereafter, Frances C. Waksmunski departed this life on March 29, 1996, thus, vesting title in Joseph A. Waksmunski, by operation of law.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and

EXHIBIT

"A"

tabler

remainders, rents, issues and profits thereof; and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantor(s), his/her/their heirs and assigns, in law, equity or otherwise, howsoever, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantee(s), his/her/their heirs and assigns, to and for the only proper use and behoof of the said Grantee(s), his/her/their heirs and assigns, forever.

BUYERS UNDERSTAND THAT THERE IS NO COMMUNITY OR PUBLIC SEWAGE SYSTEM AVAILABLE TO THE WITHIN PROPERTY. A PERMIT FOR ANY NEW INDIVIDUAL SEWAGE SYSTEM, OR ANY REPAIRS TO ANY EXISTING INDIVIDUAL SEWAGE SYSTEM, WILL HAVE TO BE OBTAINED FROM THE LOCAL AGENCY DESIGNATED AS PROVIDED IN THE PENNSYLVANIA SEWAGE FACILITIES ACT.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned, Grantee(s) 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.

Witness:

Grantee

Grantee

Date:

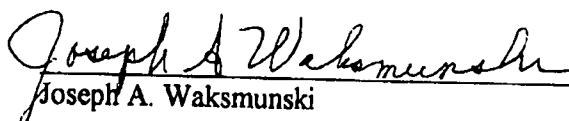
This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal, may have the complete legal right to remove all of such coal and, in that connection, damage may result to the surface of the land and any house, building or other 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.)

AND the said Grantor will **SPECIALLY WARRANT** and forever defend the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the date first above set out.

-N.T.S.-

Signed and delivered in the presence of


Joseph A. Waksmunski (SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residences of the Grantee(s) herein is as follows:

P. O. Box 36, Osceola Mills, PA 16666


Agent for the Grantee(s)

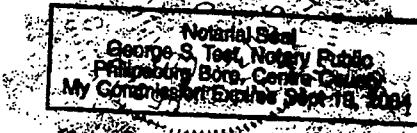
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

On this the 27th day of March, 2001, before me, a Notary Public, the undersigned officer, personally appeared JOSEPH A. WAKSMUNSKI, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200103400
RECORDED ON
Mar 12, 2001
11:24:03 AM
RECORDING FEES - \$13.50
RECORDED
COUNTY IMPROVEMENT FUND \$1.00
RECORDED
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$16.00
CUSTOMER
TEST, GEORGE



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH VITAL RECORDS

LOCAL REGISTRAR'S CERTIFICATION OF DEATH



CERT. NO. 2997694

April 1, 1996
Date of Issue of This Certification

Name of Decedent Traces C Wakomynski
Sex Female Social Security No. 188-26-5047 Date of Death Mar. 29, 1996
Date of Birth 4-2-32 Birthplace Westing, Pa.
Place of Death Philipsburg Area Hos. - Centre County - Philipsburg Pennsylvania
Race White Occupation Housewife Armed Forces? (Yes or No) No
Marital Status Married Decedent's Mailing Address PO Box 36 - Oscoda Mills, Pa. 16666
Informant Joseph Wakomynski Funeral Director Joe Death
Name and Address of Funeral Establishment Boggs - Death, I.O. - Philipsburg, Pa. 16866

Part I: Immediate Cause

	Interval Between Onset and Death
(a) <u>Cardiac Arrest</u>	<u>immediate</u>
(b) <u>Myocardial Infarction</u>	<u>immediate</u>
(c) <u>Coronary Artery Disease</u>	<u>years</u>
(d) <u>Artherosclerosis</u>	<u>years</u>

Part II: Other Significant Conditions

Congestive Heart Failure - Chronic Obstructive Pulmonary Disease

Manner of Death:

Natural Homicide
Accident Pending Investigation
Suicide Could not be Determined

Describe how injury occurred:

Name and Title of Certifier

Address 807 Doctors Drive - Clearfield, Pa. 16830 (M.D., D.O., Coroner, M.E.)

This is to certify that the information here given is correctly copied from an original certificate of death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office for permanent filing.

Apr 11, 1996
Date Received by Local Registrar

Beville Scotty 14-154
Local Registrar of Vital Records
305 1/2 3rd St. - Philipsburg, Pa.
Street Address
District No.
City, Borough, Township
16866

FARMOWNERS

Millville Mutual Insurance Company

P.O. Box 280 * Millville Pennsylvania 17846

POLICY NUMBER FO-27918

POLICY PERIOD

FROM 2/26/07 TO 2/26/10

12:01 A.M. STANDARD TIME

NAME INSURED AND P.O. ADDRESS

AGENT

CONSTANCE A WAKSMUNSKI
 PO BOX 36
 OSCEOLA MILLS PA
 CLEARFIELD CO

16666

CENTRAL INSURERS GROUP
 T/A CHAS A JONES INS.
 20 S FRONT ST POB209
 PHILIPSBURG PA 16866
 814/342-1880

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

Number, Street, Town or City, County, State, Zip Code

2 ACRES 795 DRANE HIGHWAY OSCEOLA MILLS

This replaces all previously issued policy declarations, if any. This policy applies only to those coverages below for which a limit of liability or premium charge is shown. Our limit of liability for each coverage shall be not more than the amount stated for such coverage, subject to all the terms of this policy, and applies only to accidents, occurrences or losses which happen during the policy period shown above.

PROPERTY COVERAGE SECTION I

A. RESIDENCE
 C. PERSONAL PROPERTY
 D. LOSS OF USE
 F. FARM BARNS, BUILDINGS, STRUCTURES
 DEDUCTIBLE SECTION I \$500

LIABILITY COVERAGE SECTION II
 L. PERSONAL LIABILITY \$100,000
 M. MEDICAL PAYMENTS \$25,000
 EACH PERSON \$1,000
 \$40,000

ADDITIONAL COVERAGES SUBJECT TO THE FOLLOWING FORMS

ML 303 '10-79' SCHEDULE OF BARNS, BUILDINGS, AND STRUCTURES	254
ML 55 '2.4' REPLACEMENT VALUE FOR PERSONAL PROPERTY	33
EQUINE ACTIVITIES	12
ML 601 2.0 AMENDATORY ENDORSEMENT THAT APPLIES TO COVERAGE L PA INSURANCE GUARANTY ASSOCIATION SURCHARGE	5-12

BASIC PREMIUM	\$ 330
ANNUAL AMOUNT DUE	\$ 636
SEMI-ANNUAL PAYMENT PLAN	\$ 322

DESCRIPTION OF ADDITIONAL COVERAGES

EQUINE ACTIVITIES:

PRIVATELY OWNED HORSES (5 HORSES) \$12

EXHIBIT

"B"

RENEWAL OR REPLACEMENT OF

FO-22352

OR

tables

MPD 588

1/19/07

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE DATE

FARMOWNERS

Millville Mutual Insurance Company

P.O. Box 280 * Millville Pennsylvania 17846

POLICY NUMBER FO-27918

POLICY PERIOD

FROM 2/26/07 TO 2/26/10

12:01 A.M. STANDARD TIME

NAME INSURED AND P.O. ADDRESS

CONSTANCE A WAKSMUNSKI
 PO BOX 36
 OSCEOLA MILLS PA
 CLEARFIELD CO

16666

AGENT

CENTRAL INSURERS GROUP
 T/A CHAS A JONES INS.
 20 S FRONT ST POB209
 PHILIPSBURG PA 16866
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The Described Location covered by this policy is located at the above address, unless otherwise stated.

Number, Street, Town or City, County, State, Zip Code

2 ACRES 795 DRANE HIGHWAY OSCEOLA MILLS

This replaces all previously issued policy declarations, if any. This policy applies only to those coverages below for which a limit of liability or premium charge is shown. Our limit of liability for each coverage shall be not more than the amount stated for such coverage, subject to all the terms of this policy, and applies only to accidents, occurrences or losses which happen during the policy period shown above.

PAGE 2

ML 315'10-79' ADDITIONAL INSUREDS
 THEOPHILIA M WAKSMUNSKI
 P O BOX 35
 OSCEOLA MILLS PA 16666

ML 315'10-79' ADDITIONAL INSUREDS
 SANDRA J WAKSMUNSKI
 P O BOX 36
 OSCEOLA MILLS PA 16666

FRAME DWELLING WITH APPROVED ROOF 3 MILE FROM FIRE CO IN DECATUR TWP

POLICY SUBJECT TO THE FOLLOWING BASIC POLICY FORMS AND ENDORSEMENTS

ML 3'3-01'	ML 6'7-84'	ML 10'9-98'	ML 20'9-98'	ML 83'3.1'	ML 120'2.0'
ML 147'1.0'	MX781	M2	ML 223'6.0'	ML 436'1.0'	CL 0605 02 0
FUNGI-L 0403 FUNGI-P 0403 ML-10E 1.0					

RENEWAL OR REPLACEMENT OF

FO-22352

ORIGINAL

X

OUR AUTHORIZED REPRESENTATIVE

1/19/07

FO-27918 POLICY PERIOD FROM 2/26/07 TO 2/26/10

ML-303

ED.10-79

AAIS

SCHEDULE OF BARNS, BUILDINGS, STRUCTURES AND
ADDITIONAL FARM DWELLINGS - COVERAGE F

LOCATION OF INSURED PREMISES:

2 ACRES 795 DRANE HIGHWAY OSCEOLA MILLS

WE COVER ONLY THE FOLLOWING CLASSES OR ITEMS OF PROPERTY FOR WHICH A SPECIFIC LIMIT OF LIABILITY IS SHOWN. OUR LIABILITY SHALL NOT EXCEED SUCH LIMIT. THIS COVERAGE IS SUBJECT TO THE TERMS OF THE POLICY APPLYING TO COVERAGE F.

ITEM NO	LIMIT OF LIABILITY	DESCRIPTION	DEDUCTIBLE
1	\$40,000	30X54 FRAME HORSE BARN	\$500
	\$40,000	TOTAL AMOUNT OF INSURANCE	

ORIGINAL

DEFERRED PREMIUM PAYMENT

In consideration of an installment charge of \$4.00 each you have elected to pay the premium in semi-annual installments as shown in the Declarations, and the premium is made so payable. In the event of any changes in the premiums, which are in effect for us and that apply to this insurance after the date of this policy, you agree to pay each semi-annual installment calculated at the premium then in effect.

M 2

Endorsement

Equine Activities

This Endorsement modifies insurance provided under the following: Farm Liability coverage section ML10 9-98

(1) Amendment of General policy terms page L-1- Item 4, paragraph b. is hereby deleted and replaced with the following:

b. "Farming" means the ownership maintenance or use of premises for the production of crops or the raising or care of livestock, including all necessary operations. Farming also includes "Equine activities".

Item 4, paragraphs c and d are hereby added:

c. "Equine activities" means the ownership, breeding, boarding, showing and training of horses; and horse sales, rides, arena, and related activities all while operated solely by an "insured" at an "insured location" described on the declaration and for which a separate premium has been charged on this policy. "Equine activities" does not mean stables or facilities that provide horses for hire.

d. "Equine activities" includes horse related activities occurring away from the "insured location" provided these activities are described on the declaration page and for which a separate premium has been charged.

(2) Exclusions that apply to Liability Coverages page L-5-: exclusion 1.e. is hereby deleted and replaced with the following:

e. (1) "Bodily Injury" or "Property Damage" arising out of the use of any horse or other animal while participating in and/or in practice or preparation for:

a. Racing, including but not limited to harness, steeplechase, or flat racing.

b. Polo

c. Medieval games, including but not limited to jousting;

d. Rodeo or rodeo type events, contests or exhibitions, including but not limited to calf roping, team roping, bull riding, steer wrestling, bareback riding, saddle bronco riding, bull fighting, calf scrambling, and/or rodeo clown activities;

- e. Hunts and hunting; and/or
- f. Vaulting.

e. (2) "Bodily Injury" or "Property Damage" sustained by any person arising out of the use of any horse or other animal by the following types of facilities and/or businesses:

- a. Petting zoos;
- b. Dude ranches;
- c. Horse related resorts;
- d. Horse related bed and breakfasts;
- e. Horse related homeowners' associations; and/or
- f. Horse related guest farms.

e. (3) "Bodily Injury" or "Property Damage" arising out of the conduct and/or operation of any "insured" in using, providing, or renting horses or other animals for any activity for a fee, including but not limited to the following:

- a. Riding;
- b. Hay rides;
- c. Carriage, buggy, wagon or other vehicle rides;
- d. Sleigh rides;
- e. Trail rides; and/or
- f. Pony rides.

However, this exclusion subparagraph e (3) does not apply to activities for which a separate premium has been charged on this policy.

This endorsement changes the policy

-- PLEASE READ THIS CAREFULLY --

EXCLUSION OF COVERAGE FOR "FUNGI", WET OR DRY ROT, OR BACTERIA

DEFINITION

The following definition is added:

"Fungi" means any type or form of fungus, including but not limited to, all forms or mold or mildew, and any mycotoxins, spores, scents, vapors, gas, or substance, including any byproducts produced or released by "fungi".

EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES

j. **"Fungi", Wet or Dry Rot, or Bacteria** -- "We" do not pay for loss arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, fungi, wet or dry rot, or bacteria.

This includes:

- (1) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of fungi, wet or dry rot, or bacteria;
- (2) the cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria;
- (3) any supervision, instruction, disclosures, or failures to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with "bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, fungi, wet or dry rot, or bacteria;
- (4) any obligation to share with or repay another who must pay damages because of injury or damage of the type described above. This applies regardless of any other cause that contributed, directly or indirectly, concurrently or in any sequence to the "bodily injury" or "property damage";
- (5) constant or repeated discharge, seepage or leakage of water or the presence of condensation, humidity, moisture or vapor, over a period of weeks, months or years;
- (6) the sale or transfer of Real Property. "We" do not pay for loss arising out of the sale or transfer of real property, including, but not limited to, the following:
 - a) known or unknown property or structural defects;
 - b) known or unknown defects in the plumbing, heating, air conditioning or electrical systems;
 - c) known or unknown soil conditions or drainage problems;
 - d) concealment or misrepresentation of known defects.
- (7) Other Covered Losses. This exclusion applies even if the fungi, wet or dry rot, or bacteria results from or is aggravated by a loss that may be covered by this policy, including but not limited to loss caused by the accidental discharge of liquids or steam from a plumbing, heating, air-conditioning or automatic fire protective sprinkling system; water heater; or domestic appliance.

This endorsement is part of your policy. It supercedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

EXCLUSION OF COVERAGE FOR "FUNGI", WET OR DRY ROT, OR BACTERIA

DEFINITION

The following definition is added:

"Fungi" means any type or form of fungus, including but not limited to, all forms or mold or mildew, and any mycotoxins, spores, scents, vapors, gas, or substance, including any byproducts produced or released by "fungi".

EXCLUSIONS THAT APPLY TO LIABILITY COVERAGES

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

k. "Fungi", Wet or Dry Rot, or Bacteria – "We" do not pay for loss arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, fungi, wet or dry rot, or bacteria.

This includes:

- (1) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of fungi, wet or dry rot, or bacteria;
- (2) the cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria;
- (3) any supervision, instruction, disclosures, or failures to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with "bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, fungi, wet or dry rot, or bacteria;
- (4) any obligation to share with or repay another who must pay damages because of injury or damage of the type described above. This applies regardless of any other cause that contributed, directly or indirectly, concurrently or in any sequence to the "bodily injury" or "property damage", known or unknown property or structural defects;
- (5) known or unknown defects in the plumbing, heating, air conditioning or electrical systems;
- (6) known or unknown soil conditions or drainage problems;
- (7) concealment or misrepresentation of known defects.

This endorsement is part of your policy. It supercedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

CERTIFIED TERRORISM LOSS DISCLOSURE OF PREMIUM AND FEDERAL SHARE OF INSURED LOSSES

(The entries required to complete this endorsement will be shown
below, on the "declarations", or on the "schedule of coverages".)

Certified Terrorism Loss
Premium

\$ Waived

(When coverage for "certified terrorism loss" has
been rejected under a policy subject to Standard
Fire Policy statutes, the premium shown for
"certified terrorism loss" applies only to direct
loss or damage by fire to covered property.)

Coverage for "certified terrorism loss", to the extent that such coverage is
provided by this policy or Coverage Part, will be partially reimbursed by the
United States Government, Department of Treasury, under a formula established
by the Terrorism Risk Insurance Act of 2002. Under this formula, the United
States pays 90% of the amount of the covered "certified terrorism loss" that
exceeds the statutorily established deductible that "we" retain.

CL 0605 02 03

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ADDITIONAL INSURED

Name and Address of Person or Organization:

Interest:

Location of Premises:

The definition of **insured** includes the person or organization named in this endorsement as the interest appears with respect to:

- Coverage A – Residence
- Coverage B – Related Private Structures on the Premises
- Coverage E – Farm Personal Property
- Coverage F – Farm Barns, Buildings and Structures
- Coverage L – Personal Liability
- Coverage M – Medical Payments to Others

Conditions That Apply to Coverage L and M

Coverage applies only with respect to the premises shown in this endorsement.

This coverage does not apply to **bodily injury** to any employee arising out of or in the course of his or her employment by the person or organization named in this endorsement.

MILLVILLE MUTUAL INSURANCE COMPANY AMENDATORY ENDORSEMENT

For a reduction in premium, it is agreed that this policy is amended as follows.

1. Form ML-10 (Ed. 9-98) MMIC, page L-6, EXCLUSIONS THAT APPLY TO
COVERAGES L AND M is amended to include:

- o. This policy does not apply to "bodily injury" or "property damage" which results directly or indirectly from the following hazards:
 - 1. "unfenced" inground pools. "Unfenced" is defined as not having a permanent fence a minimum of four feet high, with a closable access gate, totally enclosing the exposed pool area.
 - 2. ownership, custody or control of any dog(s) that are identified as "dangerous", "guard", or "protection type" dogs.
 - 3. trampolines.

2. Form ML-20 (Ed. 9-98) MMIC, page 3, DEFINITIONS 8., is amended to read:

- e. persons using or caring for watercraft or animals, except "dangerous", "guard" or "protection type" dogs, owned by an insured and to which this insurance applies (This does not include person using or caring for watercraft or animals in the course of "business" or without the owner's consent.);

REPLACEMENT VALUE LOSS SETTLEMENT TERMS

1. "Replacement value" means the cost to repair or replace the property with new property of equivalent kind and quality to the extent practical, without deduction for depreciation.
2. The Replacement Value Terms set forth in this endorsement apply to the following covered property:
 - a. Coverage C -- Personal Property;
 - b. appliances and window air conditioners;
 - c. carpets and window coverings;
 - d. awnings and canopies;
 - e. antennas; and
 - f. the following scheduled classes of personal property if covered under this policy:
 - 1) jewelry;
 - 2) furs and garments trimmed with fur or consisting principally of fur;
 - 3) cameras, projection machines, films, and related articles of equipment;
 - 4) musical instruments and related articles of equipment;
 - 5) silverware, goldware, items plated with gold or silver, and pewterware;
 - 6) golfer's equipment; and
 - 7) bicycles.
3. The Replacement Value Terms set forth in this endorsement do not apply to the following property:
 - a. articles of art or rarity that cannot be duplicated;

- b. memorabilia, souvenirs, collector's items, and similar items whose age or history contribute to its value;
- c. items not maintained in good or workable condition; or
- d. items that are outdated or obsolete and are stored or not being used.

4. Under How Much We Pay For Loss or Claim, item 1.e., Loss Settlement Terms, is deleted and replaced by the following with respect to the property that is subject to the "terms" of this endorsement:
 - e. Loss Settlement Terms -- Subject to the "terms" shown under How Much We Pay For Loss or Claim and the "terms" of this endorsement, "we" settle losses according to the Replacement Value Terms. If the Replacement Value Terms do not apply, "we" settle losses according to the Actual Cash Value Terms.
 - 1) Replacement Value Terms
 - a) "We" pay the smallest of the following amounts for each covered item:
 - (1) the "replacement value" of the property as defined in this endorsement;
 - (2) the amount computed after any special limitation in this policy has been applied to the loss;
 - (3) for loss to property covered under Coverage C, the Coverage C "limit"; or
 - (4) for loss to scheduled personal property, the "limit" that applies to the item.

b) When the "replacement value" for each occurrence is more than \$500, "we" do not pay for more than the actual cash value of the loss until actual repair or replacement is completed. "You" may make a claim for the actual cash value amount of the loss before repairs are made or replacement is completed. A claim for any additional amount payable under this provision must be made within six months after the loss.

c) If more than the actual cash value of the loss is required to begin repairing or replacing the lost or damaged property, "we" will advance "you" an additional amount towards the amount payable under item a) of the Replacement Value Terms set forth in this endorsement. A claim for any further amount due must be made within six months after the loss.

"You" must give "us" proof of the cost of repairing or replacing the loss and the estimated date that repair or replacement will be complete. If "you" fail to give "us" proof of the cost of repairing or replacing the loss and the estimated date that repairs or

replacement will be complete, "you" must refund the amount of "our" advance that exceeded the actual cash value of the loss. "Your" refund to "us" will be due within 30 days of the date that "we" mail "you" notice of refund due.

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 Value Terms.
- b) The smaller 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; or
 - (2) the actual cash value of the property at the time of loss.

5. The coverage provided by this endorsement does not increase "our" "limit". All other "terms" of the policy apply.

COVERAGE E — SCHEDULED FARM PERSONAL PROPERTY
COVERAGE F — FARM BARNs, BUILDINGS, STRUCTURES
AND ADDITIONAL FARM DWELLINGS

DEFINITIONS

1. **Farm Produce and Supplies** means farm produce usually originating on a farm. This includes supplies which are used in the operation of the farm. This excludes tobacco, growing crops and plants.
2. **Mobile Machinery** means mobile machinery used in the operation of the farm including equipment, implements and tools. This includes **motorized vehicles** except aircraft and **motor vehicles**. This excludes any **specifically insured machinery**.
3. **Specifically Insured Machinery** means machinery specifically listed on the schedule.
4. **Livestock** means cattle, sheep, swine, goats, horses, mules, donkeys and hybrids thereof.
5. **Additional Farm Dwellings** means farm dwellings, as scheduled, on the **insured premises**. This includes additions, fixtures and outdoor equipment used for servicing such dwellings. This excludes the **residence** covered under Coverage A.
6. **Farm Barns, Buildings and Structures** means farm buildings as scheduled. This includes attached sheds and fixtures. This excludes farm dwellings or silos, whether or not attached to a structure.
7. **Tenant's Improvements and Betterments** means permanent fixtures, alterations, decorations and additions, made or acquired at **your expense**, which are part of the described farm barn or farm structure.

The definition of **insured premises** is modified when used in connection with this form.

8. **Insured Premises** also means:
 - a. the farm premises described on the Declarations;
 - b. other land **you** use for farming purposes; and

- c. new farm premises acquired or leased during the policy period.

PROPERTY COVERED

Coverage E—Scheduled Farm Personal Property —
We cover the classes or items of farm personal property for which a limit of liability is stated in the schedule and only while on the **insured premises**. This coverage is subject to all policy **terms** that apply to property coverages unless amended by this form.

Coverage F—Farm Barns, Buildings and Structures —
We cover the items of farm real property located on the **insured premises** and for which a limit of liability is stated in the schedule. This coverage is subject to all policy **terms** that apply to property coverages unless amended by this form.

INCIDENTAL PROPERTY COVERAGES

This form provides the following Incidental Property Coverages. These incidental coverages are subject to all the **terms** of Coverages E or F. These incidental coverages do not increase the limit of liability stated for Coverages E or F.

1. Away from Premises —

- a. **Farm Produce and Supplies** — You may apply up to ten percent of the limit of liability for **farm produce and supplies** to cover such property off, but within 100 miles of, the **insured premises**.
- b. **Mobile Machinery** — This policy covers **mobile machinery** while it is temporarily off, but within 100 miles of, the **insured premises**.
- c. **Specifically Insured Machinery** is covered while it is temporarily off, but within 100 miles of, the **insured premises**.

d. **Livestock** is covered while temporarily removed from the insured premises.

2. **Materials and Supplies** — The limit of liability that applies to a building or other structure includes all materials and supplies, on or adjacent to the insured premises, intended to be used in the construction, alteration or repair of such building or structure.

3. **Subsequently Acquired Mobile Machinery** — The following insurance shall be excess over any other valid and collectible insurance available to the insured.

a. **Mobile Machinery** — We cover newly acquired mobile machinery which is not a replacement item. Our limit of liability on all newly acquired mobile machinery is the greater of:

- 1) \$25,000, or
- 2) 25 percent of the limit of liability shown in the schedule for mobile machinery, equipment, implements and tools.

This coverage applies for 30 days from the date of acquisition, or until the expiration date of the policy, if it occurs first.

Within 30 days of acquisition, the insured must report the acquisition to us. The insured must give us a full description of the new machinery and pay the additional premium required.

b. **Specifically Insured Machinery** — This policy covers items acquired as replacement of specifically insured machinery.

Our limit of liability is the smaller of the limit of liability specified for the replaced item plus \$25,000, or the actual cash value. The additional \$25,000 limit applies for 30 days from the date of acquisition or until the expiration date of this policy, if it occurs first. Within 30 days of acquisition, the insured must report the acquisition to us. The insured must give us a full description of the new machinery and pay the additional premium required. If this is not done, the limit of liability for the replaced item applies.

4. **Emergency Removal** —

a. We pay for loss to covered property while removed from the insured premises for preservation from damage from perils insured against. Such property is covered against loss from perils insured against for 30 days. This coverage does not extend past the expiration date of the policy.

b. We pay up to \$100 towing charge to move a covered mobile home endangered by a peril insured against.

5. **Debris Removal** — The limit of liability for each item shown on the schedule includes the cost for the removal of debris following an insured loss.

6. **Fire Department Service Charge** (not applicable in Arizona, New Hampshire, New Mexico or New York) — We pay up to \$500 for charges you are obligated to pay when a fire department is called to protect the insured premises from perils insured against.

PROPERTY NOT COVERED

This form does not cover loss to:

1. Property covered under Coverages A, B or C, or the Incidental Property Coverages pertaining to those coverages.
2. Outdoor antennas, their lead-in wiring, accessories, masts and towers, private power and light poles unless specifically insured.
3. Trees, plants, shrubs, lawns, and growing crops.
4. Devices, accessories, or antennas designed for reproducing, receiving, transmitting, recording or playing back data, sound or picture while in or on a motorized vehicle, farm equipment or watercraft unless such device, accessory or antenna is permanently installed by the manufacturer (dealer) in the motorized vehicle, farm equipment or watercraft.
5. Film, tape, wire, record or other media for use with any device designed for reproducing, receiving, transmitting, recording or playing back of data, sound or picture while in a motorized vehicle, farm equipment or watercraft.

6. The contents of a rice warehouse, rice drying house, cotton gin building belonging to a cotton gin plant or located on gin premises, or machinery, vehicles or implements that are part of these operations.

FARM PERILS SECTION

This policy insures against direct physical loss to property covered under Coverage E — Scheduled Farm Personal Property and Coverage F — Farm Barns, Buildings and Structures caused by the following perils.

1. **Fire or Lightning** — This does not cover loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire ensues, and then only for the loss caused by such fire.
2. **Windstorm or Hail** — This does not cover loss:
 - a. caused directly or indirectly by frost, cold weather, ice (other than hail), snow or sleet, all whether wind-driven or not;
 - b. to the interior of a building, or to the property inside, caused by dust, rain, sand, sleet, snow or water, all whether wind-driven or not. Loss caused by dust, rain, sand, sleet, snow or water is covered if these elements enter through an opening in roof or walls resulting from damage caused by the direct force of wind or hail;
 - c. to livestock or poultry caused by:
 - 1) running into streams or ditches or against fences or other objects;
 - 2) smothering;
 - 3) fright; or
 - 4) freezing in blizzards or snowstorms;
 - d. to hay, straw and fodder while outside of buildings;
 - e. to farm produce in stacks, shocks or swaths;
 - f. to the following property:
 - 1) awnings, including their supports;
 - 2) fences;
 - 3) seawalls, property line walls, retaining walls and similar walls;

- 4) greenhouses, hothouses, slate houses, trellises, pergolas, cabanas and outdoor equipment used for servicing the premises;
- 5) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon; or
- 6) watercraft, including their trailers, furnishings, equipment and outboard motors while such property is outside a fully enclosed building.

3 **Explosion** — This does not cover loss caused by:

- a. explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured;
- b. shock waves caused by aircraft, known as "sonic boom";
- c. electric arcing;
- d. rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;
- e. water hammer;
- f. rupture or bursting of water pipes;
- g. rupture, bursting or operation of pressure relief devices; or
- h. rupture or bursting due to swelling of the contents of any building or structure, caused by water.

4. **Riot or Civil Commotion**.

5. **Aircraft** — This means only direct loss from actual physical contact of an aircraft or objects falling from an aircraft with covered property.

6. **Vehicles** — This means direct loss from actual physical contact of a vehicle with covered property. This does not cover loss:

- a. caused by vehicles owned or operated by an occupant of the insured premises; or
- b. to fences, driveways, or walks.

7. **Smoke** — This means only direct loss from smoke due to sudden, unusual and faulty operations of any heating or cooking unit on the **insured premises**. This does not cover loss caused by smoke from fireplaces, agricultural smudging operations, or industrial operations.

8. **Vandalism and Malicious Mischief** — This does not cover loss if the **insured premises** are vacant for 30 consecutive days immediately before the loss.

9. **Theft** — This means any act of stealing or attempt to steal.

This does not cover loss:

- a. committed by an **insured**;
- b. disclosed on taking inventory;
- c. by conversion or embezzlement;
- d. by escape or mysterious disappearance; or
- e. from premises which are vacant for more than 30 consecutive days immediately before the loss.

10. **Collision** — This means direct loss to covered farm personal property or vehicles caused by:

- a. collision of a vehicle with another object; or
- b. upset or overturn of a vehicle, but not while being transported on, loaded on or unloaded from another vehicle.

Collision does not cover loss or damage:

- a. to tires or tubes unless such loss is caused by a covered collision loss;
- b. caused by the impact of farm machinery or vehicles with an object below the surface of the ground;
- c. due to intake of foreign objects into harvesting equipment; or
- d. caused by falling objects.

11. **Electrocution of Livestock** — This covers loss by electrocution of livestock covered under this policy.

HOW MUCH WE PAY FOR LOSS OR CLAIM

"How Much We Pay For Loss or Claim" in the General Policy Provisions is deleted and replaced by the following:

1. Losses are settled on the basis of actual cash value including deduction for depreciation, however caused.

2. Our Limit of Liability —

a. **Farm Property** — For loss to farm property, we pay the lesser of the following amounts:

- 1) the applicable limit of liability;
- 2) the amount of **your** interest in the property;
- 3) the cost of repairing or replacing the property with the materials of equivalent kind and quality to the extent practicable;
- 4) the amount computed after applying the deductible or other limitation applicable to the loss;
- 5) the amount computed by application of any Co-insurance Clause;
- 6) the actual cash value of the property at the time of the loss; or
- 7) (applies to mobile homes only at **your** option) the amount equal to the difference between the actual cash value of the property immediately before the loss and its actual cash value immediately after the loss.

b. **Coincurrence Clause** — Our limit of liability for an item of:

- 1) **farm produce and supplies** (No. 1 on the schedule),
- 2) **mobile machinery or equipment** (No. 2 on the schedule),
- 3) **poultry** (No. 10 on the schedule), or
- 4) **livestock** (No. 11 on the schedule) is that proportion of the loss which the amount of insurance for each class bears to the percentage shown on the Declarations of the actual cash value of all property eligible to be covered under that class at the time of loss.

This does not apply to specific coverage on a single animal or specifically described mobile machinery.

The value of machinery and **livestock** acquired, not as replacement items, within the previous 30 days shall be excluded from the above calculation.

3. Deductibles —

- a. The deductible applies to all coverages provided by this form except Emergency Removal and Fire Department Service Charge.

The deductible applies to all perils insured against unless otherwise stated on the Declarations or endorsement.

- b. We pay only that part of the loss over the deductible stated on the Declarations or endorsement. The deductible applies per **occurrence**, and separately to each covered location.

4. **Insurance Under More Than One Coverage** — If more than one coverage of this policy insures the same loss, we pay no more than the actual claim, loss or damage sustained.

5. **Insurance Under More Than One Policy** — If there is other valid and collectible insurance which applies to a loss or claim, or would have applied in the absence of this policy, the insurance under this policy shall be considered excess insurance and shall not apply or contribute to the payment of any loss or claim until the amount of such other insurance is exhausted.

6. **Restoration of Limit of Liability** — Any loss we pay under this policy does not reduce the limit of liability.

SUSPENSION OF COVERAGE

We do not pay for loss caused by fire to the contents usual and incidental to tobacco barns, while tobacco is being cured or dried by open fire, and for five days thereafter.

PERILS SECTION -- COVERAGES A, B, C, AND D

Coverage A -- Residence and Coverage B -- Related Private Structures -- "We" insure property covered under Coverages A and B for risks of direct physical loss, unless the loss is excluded under the Exclusions Applying to Coverages A and B or under the Exclusions That Apply To Property Coverages.

Exclusions Applying to Coverages A and B:

1. **Freezing, Discharge, Leakage, or Overflow -- Unoccupied Residence** -- "We" do not pay for loss caused by freezing or the resulting discharge, leakage, or overflow from any plumbing, heating, air-conditioning, or automatic fire protective sprinkling system; water heater; or domestic appliance if the "residence" is vacant, unoccupied, or under construction and unoccupied. This exclusion does not apply if "you" take reasonable care to:
 - a. maintain heat in the building or mobile home; or
 - b. shut off the water supply and completely empty liquids from such system, heater, or appliance.
2. **Freezing, Thawing, Pressure, or Weight of Ice or Water** -- "We" do not pay for damage caused by freezing, thawing, pressure, or weight of ice or water, whether driven by wind or not, to structures (other than structures that are buildings, carports, or mobile homes) such as:
 - a. swimming pools, fences, patios, paved areas;
 - b. retaining walls, bulkheads, foundations; or
 - c. wharves, docks, or piers.

3. **Theft** -- "We" do not cover theft or attempted 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.

4. **Vandalism** -- "We" do not pay for loss caused by vandals if the "residence" is vacant for more than 30 days in a row just before the loss. A "residence" being built is not vacant.

5. **Seepage or Leakage** -- "We" do not pay for loss caused by repeated or continuous seepage or leakage of liquids or steam from within a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system; water heater; or domestic appliance.

However, "we" do pay for loss caused by the accidental leakage, overflow, or discharge of liquids or steam from a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system; water heater; or domestic appliance. In this exception, plumbing systems and domestic appliances do not include a sump, sump pump, or related equipment.

When loss is caused by the accidental leakage, overflow, or discharge of liquids or steam from a plumbing, heating, air-conditioning, or automatic fire protective sprinkling system; water heater; or domestic appliance, "we" also pay the reasonable cost of removing and replacing those parts of the building or mobile home needed to repair the system, heater, or appliance. "We" do not pay for loss to the system, heater, or appliance from which the liquid or steam escapes.

6. **Settling, Cracking, Shrinking, Bulging, or Expanding** -- "We" do not pay for loss caused by the settling, cracking, shrinking, bulging, or expanding of a building, mobile home, pavements, patios, or other outdoor structures.

7. **Animals, Birds, Vermin, Rodents, or Insects** -- "We" do not pay for loss caused by animals owned or kept by an "insured", birds, vermin, rodents, or insects, except as provided under Incidental Property Coverages.
8. **Smoke** -- "We" do not pay for damage caused by smoke from agricultural smudging or industrial operations.
9. **Collapse** -- "We" do not pay for loss caused by collapse, except as provided under Incidental Property Coverages.
10. **Pollution** -- "We" do not pay for loss caused by the release, discharge, dispersal, seepage, migration, or escape of "pollutants", unless the release, discharge, dispersal, seepage, migration, or escape is caused by a peril insured against described under Coverage C.

"We" pay for an ensuing loss that results from any of the above, unless the ensuing loss itself is excluded.

11. "We" do not pay for loss excluded under the Exclusions That Apply To Property Coverages.

Coverage C -- Personal Property -- "We" insure against direct physical loss to property covered under Coverage 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 property inside a structure 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**
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**

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. property inside a structure, 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:

- a. caused by continuous or repeated seepage or leakage;
- b. 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;
- c. caused by freezing, except as provided under the peril of Freezing;
- d. on the "insured premises" caused by accidental discharge or overflow which comes from off the "insured premises"; or
- e. 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:

- a. maintain heat in the building or mobile home; or
- b. 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.

ML 3 3-01

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GENERAL POLICY TERMS

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. "Actual cash value" means the lesser of the cost to repair, replace, or rebuild the property, reduced further by depreciation. All losses subject to "actual cash value" settlement, including partial or repairable losses, will be subject to depreciation. In determining the amount of depreciation, all relevant factors will be considered, including age, general condition, physical deterioration, economic value, market value, obsolescence (both structural and functional), original cost, and intended use.
4. "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.

5. "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.
6. "Declarations" are all pages labeled Declarations, Supplemental Declarations, or Schedules which pertain to this policy.
7. "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".
8. "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".

9. "Insured premises"

a. Described Location:

1) (Applies only if ML 1, ML 2, or ML 3 is attached to this policy) If "you" own and reside in the "residence" shown on the "declarations" as the described location, the "insured premises" means:

a) that "residence"; and
b) related private structures and grounds at that location.

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

2) (Applies only if ML 4 is attached to this policy) If "you" reside on the premises shown on the "declarations" as the described location, the "insured premises" means the parts of the described location which are 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.

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

11. "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.

12. "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.
13. "Occurrence" means an accident, including repeated exposures to similar conditions, that results in "bodily injury" or "property damage" during the policy period.
14. "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.
15. "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.
16. "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".
17. "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.
18. "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 now or formerly used for "business" purposes, including, but not limited to, structures which were designed or constructed for farm use, regardless of the current use. However, this does not apply to structures:

1. rented to a tenant of the "residence" on the "insured premises" if the structure was not designed or constructed for "business" or farm use, now or formerly; or

2. used solely for private garage purposes, if the structure was not designed or constructed for "business" or farm use, now or formerly.

"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, or, if provided by this policy, the Incidental Coverage for Tenants Improvements.

"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 Tenants Improvements covered under Incidental Property Coverages.
- 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 -- (Applies only if ML 1, ML 2, or ML 3 is attached to this policy) "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** -- (Applies only if ML 2, ML 3, or ML 4 is attached to this policy) "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 and, if provided by this policy, items covered under the Incidental Coverage for Tenant's Improvements;
 - 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 or, if provided by this policy, a structural improvement covered under the Incidental Coverage for Tenant's Improvements. "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" or dwelling is vacant for more than 30 days in a row just before the loss. A "residence" being built is not vacant.

The most "we" pay is \$100 per occurrence (applies only if ML 1 is attached to this policy). This coverage does not increase the "limits" shown for the property covered.

10. **Tenant's Improvements** -- (Applies only if ML 4 is attached to this policy) "We" pay for direct physical loss to permanent improvements, fixtures, alterations, decorations, or additions to the "insured premises" made or acquired at "your" expense. The loss must be caused by a peril insured against described under Coverage C.

If "you" repair or replace the damaged improvements, fixtures, alterations, decorations, or additions, "we" also 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 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".

The most "we" pay per occurrence is 10% of the Coverage C "limit" unless a higher "limit" is shown on the "declarations".

11. 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.

12. 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.

EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES

1. "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.

a. **Ordinance or Law** -- "We" do not pay for:

- 1) 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;
- 2) any loss in value of property which results from the enforcement of a code, ordinance, or law; or
- 3) 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.

b. **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, if provided by this policy.

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.

WHAT YOU MUST DO IN CASE OF LOSS OR CLAIM

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 --

- 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.

PAYMENT OF LOSS OR CLAIM

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.

POLICY CONDITIONS

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.

For each building item and each item of personal property, the appraisers will determine:

- a. the amount of the loss;
- b. the actual cash value of the property; and

c. the cost to repair or replace the property.

Each amount will be stated separately.

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.

ML 20 9-98

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AMENDMENT OF POLICY TERMS AND FARM LIABILITY COVERAGE SECTION

AMENDMENT OF GENERAL POLICY TERMS

1. When used in connection with the Farm Liability Coverage Section, the definitions of "business" and "domestic employee" are deleted and replaced by the following:

"Business" means a trade, a profession, or an occupation, all whether full or part time. This includes the rental of property to others.

"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. "farming";
- b. part-time or seasonal activities that are performed by minors; or
- c. activities that are related to "business", but are usually not viewed as "business" in nature.

"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 "farm employee" or a person while performing duties in connection with the "business" of an "insured".

2. When used in connection with the Farm Liability Coverage Section, the following is added to the definition of "insured":

a person while performing duties as an employee of an "insured" with respect to farm implements and other vehicles covered by this policy.

3. When used in connection with the Farm Liability Coverage Section, the following is added to the definition of "insured premises":

the farm premises described on the "declarations", other land "you" use for "farming" purposes, new farm premises acquired by "you" during the policy period, and vacant land owned by or rented to an "insured" including land where a farm structure is being built for the use of an "insured".

4. When used in connection with the Farm Liability Coverage Section, the following definitions are added:

- a. "Farm employee" means an employee of an "insured" whose duties are in connection with the "farming" operations of the "insured". This does not include a "domestic employee" or a person employed in "your" "business".
- b. "Farming" means the ownership, maintenance, or use of premises for the production of crops or the raising or care of livestock, including all necessary operations.

"Farming" also includes the operations of roadside stands and farm markets maintained principally for the sale of "insured's" own farm products, but it does not include other retail activities.

5. Coverage C - Personal Property Coverages does not apply to "farm" personal property.

6. Under Incidental Property Coverages, Trees, Plants, Shrubs, or Lawns is amended by the addition of the following:

"We" do not cover trees, plants, shrubs, or lawns located more than 250 feet from the "residence" covered under Coverage A.

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, camper, 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". This coverage does not apply to "bodily injury" or "property damage" which results from a "motorized vehicle" owned by an "insured" while used away from the "insured premises" for any purpose other than servicing the "insured premises", except 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, other than a sailing vessel, which is not designed to be powered by an engine or motor

- which is owned by or rented to an "insured" and is less than 26 feet in total length; or
- 7) 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. **Custom Farm Work --** "We" pay for "bodily injury" or "property damage" which results from the "insured's" performance of or failure to perform custom farm work for others for a charge under contract or agreement. Custom farm work includes the use of draft animals, farm tractors, farm trailers, farm implements,

and other farm machinery used in performing the work.

This coverage applies only if "your" receipts from custom farm work for the 12 months just before the date of the "occurrence" do not exceed \$5,000. This coverage does not apply to "bodily injury" or "property damage" which results from the application of pesticides or herbicides.

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" which results from the use of animals, other than horses, in or in the practice or preparation for, any prearranged racing, speed, pulling or pushing, or stunt activities or contests. However, this exclusion applies only to "occurrences" that take place at the location designated for the contest or activity.
- f. "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.
- g. "bodily injury" or "property damage" that results from the rendering of or the failing to render a professional service.
- h. "bodily injury" or "property damage" resulting from activities related to the "business" of an "insured", except as provided by Incidental Business Coverage.

- 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" 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".
- k. "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.)

i. "bodily injury" or "property damage" which results from the "insured's" performance of or failure to perform custom farm work for others for a charge under contract or agreement, except as provided for by Incidental Custom Farm Work Coverage.

m. "bodily injury" or "property damage" which results from the discharge of substances from an aircraft.

n. "bodily injury" to a "farm employee" of an "insured" if it occurs in the course of employment by the "insured" or the consequential injury to a spouse, child, parent, brother, or sister of such injured employee. This exclusion applies whether the "insured" is liable either as an employer or in any other capacity and to any obligation of an "insured" to fully or partially reimburse another for damages arising out of the injury. However, this exclusion does not apply to:

- 1) liability assumed by an "insured" under a contract or an agreement; or
- 2) "bodily injury" sustained by a person on the "insured premises" in a neighborly exchange of assistance for which the "insured" is not obligated to pay any money.

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

- a. "bodily injury" to: "you"; "your" relatives, if residents of "your" household; and, persons under the age of 21 in "your" care or in the care of "your" relatives residing in "your" household.
- b. liability assumed under a contract or an agreement, except as provided by Incidental Contracts and Agreements Coverage. However, this exclusion does not apply to a warranty of goods or products.
- 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. "property damage" to products manufactured, sold, handled, or distributed by an "insured" when the "property damage" arises out of such products or a part of the products.
- h. "property damage" to work performed by or for an "insured" when the "property damage" arises out of such work or a part of the work. However, this exclusion does not apply to Incidental Custom Farm Work 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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AMENDATORY ENDORSEMENT PENNSYLVANIA

1. Under Definitions, the definition of "bodily injury" is deleted and replaced by:

"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. physical abuse;
- d. corporal punishment; or
- e. 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.

2. Under Definitions, the definition of "pollutant" is deleted and replaced by:

"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 emissions, whether visible or invisible, and sound emissions.

3. Under Incidental Property Coverages, the following addition amends Debris Removal and, if attached to this policy, endorsement ML-420:

"We" pay up to \$500 to remove fallen trees from the "insured premises" if:

- a. a structure covered under Coverages A or B is damaged by Windstorm or Hail, or Weight of Ice, Snow, or Sleet; and
- b. as a result of such weather conditions, the Governor of Pennsylvania declares the area in which the "insured premises" is located to be a disaster area.
4. Under Principal Coverages -- Liability And Medical Payments To Others, Coverage M -- Medical Payments To Others, the three year time limitation does not apply to expenses for funeral services.
5. Under Exclusions That Apply To Liability Coverages, exclusion d. of Exclusions That Apply To Coverage L and M is deleted and replaced by:
 - d. "bodily injury" or "property damage" which results from the use of a "motorized vehicle" in, or in the practice or preparation for, any prearranged or organized racing, speed, pulling or pushing, demolition, or stunt activities or contests.
6. Under Exclusions That Apply To Liability Coverages, exclusion i. of Exclusions That Apply To Coverage L and M is deleted and replaced by:
 - 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".

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.

7. Under Payment Of Loss Or Claim, the following addition amends Your Property:

"We" will pay a fire loss claim in accordance with Title 40, Pennsylvania Statute 638, in a municipality that has adopted an ordinance establishing procedures for the payment of such a claim.

8. Under Payment Of Loss Or Claim, Our Options is deleted and replaced by:

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 15 working 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".

9. Under Policy Conditions, the Cancellation and Nonrenewal condition is deleted and replaced by:

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 30 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 for the following reasons:

- 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;
- c. there has been a material change or increase in hazard of the risk; or
- d. for any other reasons approved by the Insurance Commissioner.

"We" will give "you" notice at least 30 days in advance of cancellation or nonrenewal. "Our" notice will state the reasons for cancellation or nonrenewal.

"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.

This policy terminates automatically on its expiration or anniversary if "you":

- a. surrender the policy to "us";
- b. have notified "us" or "our" agent in writing of "your" intent not to renew; or
- c. have not paid the renewal or installment premium when due.

INSURANCE CONSULTATION SERVICES EXEMPTION ACT -- NOTICE

"We" may provide consultation services such as inspections or surveys of "your" property in accordance with the provisions of the policy. These services may reduce the likelihood of injury, death, or loss.

This notice is required to be provided to "you" by the Insurance Consultation Services Exemption Act of Pennsylvania. This act provides that "we", "our" agents, employees, or service contractors are not liable for damages from injury, death, or loss occurring as a result of an act or omission by a person in the course of such services.

The Act does not apply:

1. if the injury, death, or loss occurred during the actual performance of the consultation services and was caused by "our" negligence or the negligence of "our" agents, employees, or service contractors;
2. to consultation services performed under a written service contract not related to the policy; or
3. if an act or omission by "us", "our" agents, employees, or service contractors is determined by law to constitute a crime, actual malice, or gross negligence.

This notice must be attached to all new and renewal policies.

ML-120 Ed 2.0

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This endorsement changes
the policy
– PLEASE READ THIS CAREFULLY –

PUNITIVE DAMAGE EXCLUSION

This policy does not apply to a claim or indemnification for punitive or exemplary damages. If a suit seeking both compensatory and punitive or exemplary damages is brought against an "insured" for an "occurrence" covered by this policy, "we" will provide defense coverage.

"We" will not pay for any costs, interest, or damages attributable to punitive or exemplary damages.

All other "terms" of this policy apply.

ML-147 Ed 1.0

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Millville Mutual Insurance Co.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
FARMER'S COMPREHENSIVE PERSONAL INSURANCE**

CLARIFICATION ENDORSEMENT

It is agreed that farm trucks not subject to registration under the Pennsylvania Motor Vehicle Code are excluded under the terms and definitions of this policy.

MX781

The following endorsement applies to this policy only if the form number appears on the Declarations Page.

**AAIS
ML-223 Ed 6.0
Page 1 of 1**

This endorsement changes
the policy
-- PLEASE READ THIS CAREFULLY --

LEAD LIABILITY EXCLUSION

LIABILITY COVERAGES

EXCLUSIONS THAT APPLY TO LIABILITY COVERAGES

The following exclusions are added under Exclusions That Apply To Coverages L and M:

This policy does not apply to actual or alleged "bodily injury" that results directly or indirectly from the ingestion, inhalation, or absorption of lead in any form.

This policy does not apply to actual or alleged "property damage" that results directly or indirectly from any form of lead.

This policy does not apply to any loss, cost, or expense arising out of any request, demand, or order 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 lead.

This policy does not apply to any loss, cost, or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.

ML-223 Ed 6.0

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The following endorsement applies to this policy only if the form number appears on the Declarations Page.

AAIS
ML-436 Ed 1.0
Page 1 of 1

This endorsement changes
the policy
- PLEASE READ THIS CAREFULLY --

POLLUTION LIABILITY EXCLUSIONS

LIABILITY COVERAGES

EXCLUSIONS THAT APPLY TO LIABILITY COVERAGES

The following is added under Exclusions That Apply To Coverages L and M:

This policy does not apply to:

k. "bodily injury" or "property damage" that results from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" into or upon land, water, or air arising out of "farming" operations.

However, this exclusion does not apply to "bodily injury" or "property damage" that results from the heat, smoke, or fumes of a fire on the "insured premises" that:

1) becomes uncontrollable or breaks out from where it was intended to be; or

2) is set by the "insured" for the purpose of burning off crop stubble or other vegetation consistent with normal and usual "farming" practices, and is not in violation of any ordinances or laws.

I. any loss, cost, or expense arising out of any:

1) request, demand, or order 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" arising out of "farming" operations; or

2) claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants" arising out of "farming" operations.

ML-436 Ed 1.0
Copyright MCMXCV
American Association of Insurance Services

The following endorsement applies to this policy only if the form number appears on the Declarations Page.

ML-510
(Ed. 4-88)
MMIC

OWNER/COHABITANT

The persons named on the declarations are each **INSUREDS** under the terms of this policy as long as each resides at the **INSURED PREMISES**.

When a person named on the declarations no longer resides at the **INSURED PREMISES**, that person:

1. ceases to be an **INSURED** under Coverages C and D after 30 days from the date of the move; and
2. remains an **INSURED** under Coverage L and M, Personal Liability and Medical Payment, only with respect to occurrences arising out of the premises described on the declarations.

ML-510
MMIC

The following endorsement applies to this policy only if the form number appears on the Declarations Page.

**ML-520
(Ed. 4-88)
MMIC**

ADDITIONAL CO-HABITANT

NAME _____

The definition of an **INSURED** includes the person named in this endorsement for the terms and conditions of this policy as long as the person named is a resident of the household and resides at the **INSURED PREMISES**.

When the person named in this endorsement no longer is a resident of the household and no longer resides at the **INSURED PREMISES**, this person ceases to be an **INSURED** under this policy.

**ML-520
MMIC**

Mutual Provisions

Membership: This policy is issued by a Mutual Company organized and existing under laws of the Commonwealth of Pennsylvania, and the Insured by accepting this policy becomes a member of this Company. The annual meeting of the members of the Company shall be held on the third Monday of January in each year.

This policy is Nonassessable. The holder of this policy is not subject to any contingent liability, nor liable to assessment.

MUTUALS—PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



President



Secretary

OUR PRIVACY STATEMENT

Your privacy... is our concern.

Our company is concerned about your privacy. When we provide a quotation or issue a policy to an individual, we need information about the person or property to be insured. However, we consider this information private and have taken steps to protect its confidentiality.

- What kind of information we have and where we get it
- Who has access to this information
- How to find out what information we have about you

WHAT KIND OF INFORMATION WE HAVE AND WHERE WE GET IT

You provide us with most of the information we need as part of the application process. We may also request reports from various consumer reporting agencies in connection with your application for insurance and/or any renewal of such insurance. The kind of information we may gather depends upon the type of policy, but may include: automobile motor vehicle reports, claim reports, credit reports and property inspections. We may also receive and verify other information from government agencies or independent reporting companies to help us correctly rate and properly underwrite your insurance risk. (Residents of Maine and New York: Please note that state law requires us to explain that we will inform you, upon request, whether or not a consumer report was requested, and if so, of the name and address of the consumer reporting agency that furnished the report.) If you decide to insure with us, your file may also contain information connected with any claims you've had. The claim representative may comment, for example, on the condition of the property, or let us know if there have been any changes in the way it's used. We may also keep a police report, if there was one in connection with an accident. We also, occasionally, require some medical information about an insured - if, for example, we need to know whether a physical impairment will affect a person's ability to drive safely.

WHO HAS ACCESS TO THIS INFORMATION

Information, which has been collected about you, which we keep, will be contained in our records. We will refer to and use this information to issue, and then service your insurance and settle claims. Except as described below, we will not disclose information about you without your authorization. We may, without your prior permission and only if permitted by law, provide information about you contained in our records and files to certain persons or organizations such as:

- Your independent agent or broker
- Our affiliated property and casualty insurance companies
- An independent claim adjuster or investigator once a policy is established
- Persons or organizations that conduct scientific research, including actuarial or underwriting studies
- An insurance support organization or another insurer, to prevent or prosecute fraud or to properly underwrite the risk

Also, on rare occasions, we may be required to share this information:

- With a State Insurance Department or other governmental agency, if required by federal, state or local laws
- If ordered by a summons, court order, search warrant or subpoena
- To protect our own legal interests, or in case of suspected fraud or other illegal activities.

HOW TO FIND OUT WHAT INFORMATION WE HAVE ABOUT YOU

You may see and copy the personal information in your files (except for certain documents pertaining to claims and lawsuits, or medical in nature). If you believe any of our information is incorrect, we'll reinvestigate and if we agree there was an error, we'll correct it. If we don't agree, you're still entitled to file a statement with us, disputing the information. We'll send the correction or statement to anyone who received or will receive the original information.

- If we do not issue a policy for you, the only information we will have on file will be that gathered by us during the quotation process. If you wish to inquire about this information, please write to: PRIVACY COORDINATOR, PO Box 280, Millville, PA 17846.
- If we issue a policy for you, your policy package will include the address at which you can write to us with questions about the right of access to or correction of your policy file.

In order for us to safeguard your information, your request to see and copy such information must be in writing and include your name, address, policy number, daytime phone number, the best time of day for us to call, and a copy of personal identification such as your driver's license.

POLICY INFORMATION	
FO-22352	EFFECTIVE EXPIRATION
FARM	02/26/2004 02/26/2007

SANDRA Waksmunski
Po Box 36
Osceola Mills, PA 16666

Sandra

Re-deed change

Per my discussion regarding this farmowners policy with Constance ownership of the property has changed. We can maintain the current policy by processing changes to named insured and the additional insureds listed. Please provide your signature below to remove your interest as additional insured.

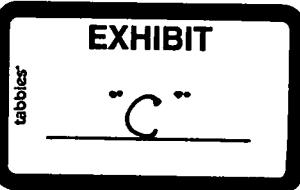
I, Sandra Waksmunski (sign here) Sandra Waksmunski, am requesting my name be removed from Millville Mutual Insurance Co. policy # FO-22352 effective immediately.

Please return in the envelope provided for processing. Call me with any questions regarding these memo and changes.

Thanks,

Jayne L Schnarrs

Jayne L Schnarrs



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

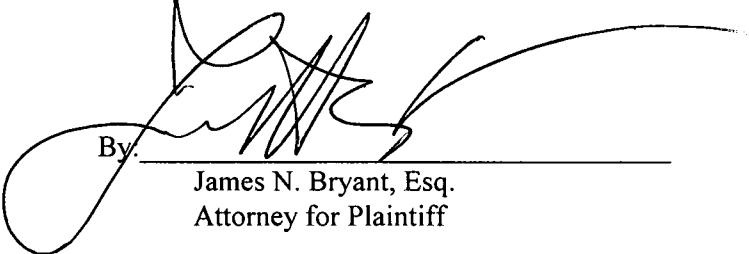
CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
: vs. : No. **08-1419-CD**
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **COMPLAINT** was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

Millville Mutual Insurance Company
215 State Street
Millville, PA 17846

Sandra Jean Waksmunski Nearing
2027 Williams Street
Ridgeway, PA 15853

By: 

James N. Bryant, Esq.
Attorney for Plaintiff

DATED: March 18, 2009

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. : No. **08-1419-CD**
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, : TYPE OF CASE:
Defendants : **Civil Action**

Affidavit of Service

Filed on behalf of

Plaintiff

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
P. O. Box 551
Millheim, PA 16854

(814) 349-5666
(814) 349-2212 (fax)

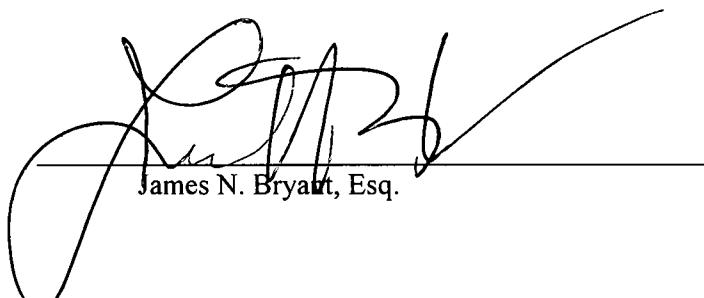
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. : No. **08-1419-CD**
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CENTRE :
:

James N. Bryant, Esq., being duly sworn according to law, deposes and says that on March 18, 2009, he duly served upon **SANDRA JEAN WAKSMUNSKI NEARING**, the Defendant herein, a true and correct copy of the Complaint filed to the above captioned matter, by mailing the same to **SANDRA JEAN WAKSMUNSKI NEARING**, by certified mail no. 7007 0220 0004 5125 0911, return receipt requested, delivery restricted to addressee. Said return receipt is attached hereto and marked Exhibit "A", showing delivery on March 19, 2009.



James N. Bryant, Esq.

Sworn to and subscribed before me
this 23rd of March, 2009.



Karen S. Rossman
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karen S. Rossman, Notary Public
Millheim Boro, Centre County
My Commission Expires March 11, 2013
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

SENDER: COMPLETE THIS SECTION	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to: MS SANDRA JEAN WAKSMUNSKI NEARING 2027 WILLIAMS STREET RIDGEWAY PA 15853	
COMPLETE THIS SECTION ON DELIVERY	
A. Received by (Please Print Clearly)	B. Date of Delivery
<i>Sandra Nearing</i> 3/19/09	
C. Signature	<input type="checkbox"/> Agent <i>Sandra Nearing</i> <input checked="" type="checkbox"/> Addressee
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
2. Article Number (Copy from service label) 7007 0220 0004 5125 0911	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes	

2. Article Number (Copy from service label)

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

EXHIBIT "A"

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

FILED

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

No. 08-1419-CD

TYPE OF CASE:
Civil Action

MAR 27 2009
11:55 AM
William A. Shaw
Prothonotary/Clerk of Courts
No. 08-1419-CD

Affidavit of Service

Filed on behalf of

Plaintiff

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
P. O. Box 551
Millheim, PA 16854

(814) 349-5666
(814) 349-2212 (fax)

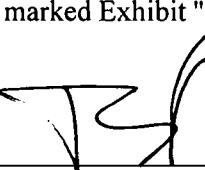
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. : No. 08-1419-CD
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

AFFIDAVIT OF SERVICE

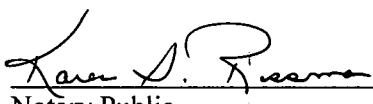
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CENTRE :
:

James N. Bryant, Esq., being duly sworn according to law, deposes and says that on March 18, 2009, he duly served upon **MILLVILLE MUTUAL INSURANCE CO.**, the Defendant herein, a true and correct copy of the Complaint filed to the above captioned matter, by mailing the same to **MILLVILLE MUTUAL INSURANCE CO.**, by certified mail no. 7007 0220 0004 5125 0904, return receipt requested, delivery restricted to addressee. Said return receipt is attached hereto and marked Exhibit "A", showing delivery on March 20, 2009.



James N. Bryant, Esq.

Sworn to and subscribed before me
this 26th of March, 2009.



Karen S. Rossman

Notary Public

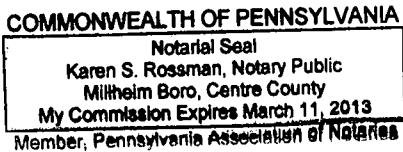


EXHIBIT "A"

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.<input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.<input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Received by (Please Print Clearly)	B. Date of Delivery
		<i>Nancy Jordan</i>	<i>3-20-09</i>
		C. Signature	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
		<input checked="" type="checkbox"/> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> If YES, enter delivery address below:	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
1. Article Addressed to: MILLVILLE MUTUAL INSURANCE CO 215 STATE STREET P O BOX 280 MILLVILLE PA 17846		2. Article Number (Copy from service label) 7007 0220 0004 5125 0904	
PS Form 3811, July 1999		Domestic Return Receipt 102595-00-M-0952	

EXHIBIT "A"

CONSTANCE A. WAKSMUNSKI, : THE COURT OF COMMON PLEAS
Plaintiff : OF CLEARFIELD COUNTY, PA
:
vs. : DOCKET NO. 08-1419-CD
:
MILLVILLE MUTUAL INSURANCE CO., :
and SANDRA JEAN WAKSMUNSKI :
NEARING, :
Defendants : CIVIL ACTION - LAW
:

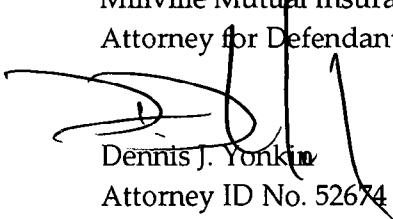
NOTICE TO PLEAD

To: Plaintiff
c/o James N. Bryant, Esquire
107 East Main Street
Millheim, PA 16854

YOU are hereby notified and required to plead to the within New Matter within twenty (20) days from the date of service hereof.

NOTE: YOU are hereby warned that if you fail to plead as notified and required, the action will proceed without you and you will be liable to have a default judgment entered against you in your absence.

Millville Mutual Insurance Company
Attorney for Defendant Millville


Dennis J. Yonkin
Attorney ID No. 52674

215 State Street
Millville, PA 17846
570-458-5517

Dated: 3/27/09

5
FILED NO CC
m 112:46 (6/3/09)
MAR 30 2009
BS/CC
William A. Shaw
Prothonotary/Clerk of Courts

CONSTANCE A. WAKSMUNSKI,	:	THE COURT OF COMMON PLEAS
Plaintiff	:	OF CLEARFIELD COUNTY, PA
vs.	:	
	:	DOCKET NO. 08-1419-CD
	:	
MILLVILLE MUTUAL INSURANCE CO.,	:	
and SANDRA JEAN WAKSMUNSKI	:	
NEARING,	:	
Defendants	:	CIVIL ACTION - LAW
	:	

ANSWER

AND NOW, comes the Defendant, Millville Mutual Insurance Co., by and through its counsel, and files this Answer and New Matter to the Plaintiff's Complaint, a statement of which is as follows:

1. Admitted as Answering Defendant has no basis on which to deny the allegations.
2. Admitted.
3. Admitted as Answering Defendant has no basis on which to deny the allegations.
4. After reasonable investigation, Answering Defendant is unable to either admit or deny this allegation.
5. After reasonable investigation, Answering Defendant is unable to either admit or deny this allegation. By way of further answer, Exhibit A speaks for itself.
6. After reasonable investigation, Answering Defendant is unable to either admit or deny this allegation.
7. After reasonable investigation, Answering Defendant is unable to either admit or deny this allegation.

8. Admitted in part, denied in part. As this allegation contains no date reference, Answering Defendant cannot wholly admit the allegation. By way of further response, on April 18, 2007, Millville Mutual Insurance Co. had policy number FO27918 issued to Plaintiff for property located in Osceola Mills, Pennsylvania.

9. Denied. Plaintiff did not at all times purchase insurance through Millville Mutual Insurance Co. By way of further response, on April 18, 2007, Millville Mutual Insurance Co. had policy number FO27918 issued to Plaintiff for property located in Osceola Mills, Pennsylvania.

10. After reasonable investigation, Answering Defendant is unable to either admit or deny this allegation.

11. Admitted.

12. Denied. On the contrary, Millville Mutual issued a check for policy limits minus Act 98 fees to Plaintiff on July 2, 2007. By way of further answer, the claim check was also made payable to the Additional Insureds on policy number FO27819, Theophilia Waksmunski and Sandra Jean Waksmunski (now Nearing).

13. After reasonable investigation, Answering Defendant is unable to either admit or deny this allegation.

14. Admitted.

15. Admitted in part. Plaintiff has failed to meet the conditions required for payment.

COUNT I

Declaratory Judgment

16. The answers contained in paragraphs one (1) through fifteen (15) above are hereby incorporated herein by reference as if set forth at length below.

17. This is a legal conclusion to which no response is required.

18. This is a legal conclusion to which no response is required.

19. This is a legal conclusion to which no response is required.

20. This is a legal conclusion to which no response is required.

WHEREFORE, Defendant Millville Mutual Insurance Co. prays that this Honorable Court dismiss Plaintiff's Complaint against it.

NEW MATTER

21. The answers contained in paragraphs one (1) through twenty (20) above are hereby incorporated herein by reference as if set forth at length below.

22. Policy Number FO27819 listed Constance Waksmunski as named Insured and Theophilia Waksmunski and Sandra Jean Waksmunski (now Nearing) as Additional Insured.

23. On April 7, 2007 check number 77431 for the Coverage A insurance limits (structure) in the amount of \$89,180.00 was issued to Constance Waksmunski, Theophilia Waksmunski and Sandra Jean Waksmunski (now Nearing).

24. On or about July 19, 2007, Millville Mutual was advised Plaintiff Constance Waksmunski forged the names of Theophilia Waksmunski and Sandra Jean Waksmunski on check number 77431 and deposited it into County National Bank.

25. On July 20, 2007, Defendant Millville issued a stop payment on the check referenced in paragraph twenty-three (23) above.

26. By letters dated February 15, 2008 and April 28, 2008 Plaintiff was advised that the Coverage B (contents) coverage would not be resolved until she resolved the dispute with regards to the proceeds of Coverage A.

27. On May 7, 2008, Plaintiff was again advised through her attorney on the procedures necessary on her part to collect the funds under policy number FO27918.

28. Plaintiff has failed to take the necessary actions under the policy to collect the funds.

29. Plaintiff has committed criminal forgery and civil insurance fraud and is not entitled to the proceeds of her crime.

30. Plaintiff's complaint is barred by the applicable statute of limitations.

31. Plaintiff's complaint is barred by the suit limitation clause contained with the policy.

32. Plaintiff's damages were not caused by any act or admission of the Answering Defendant.

WHEREFORE, Defendant Millville Mutual Insurance Co prays that this Honorable Court dismiss Plaintiff's Complaint with prejudice.

Respectfully Submitted;

MILLVILLE MUTUAL INSURANCE CO.



Dennis J. Yonkin, Esquire
Attorney ID No. 52674
PO Box 280
Millville, PA 17846
(570) 458-5517

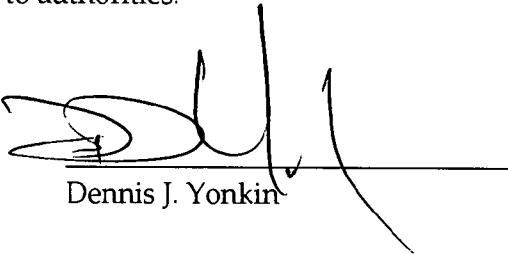
Dated: March 27, 2009

CONSTANCE A. WAKSMUNSKI, : THE COURT OF COMMON PLEAS
Plaintiff : OF CLEARFIELD COUNTY, PA
vs. :
: DOCKET NO. 08-1419-CD
: :
MILLVILLE MUTUAL INSURANCE CO., :
and SANDRA JEAN WAKSMUNSKI :
NEARING, :
Defendants : CIVIL ACTION - LAW
:

VERIFICATION

I, the undersigned, hereby verify that the statements made in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsifications to authorities.



Dennis J. Yonkin

Dated: March 27, 2009

CONSTANCE A. WAKSMUNSKI, : THE COURT OF COMMON PLEAS
Plaintiff : OF CLEARFIELD COUNTY, PA
vs. :
: DOCKET NO. 08-1419-CD
: :
MILLVILLE MUTUAL INSURANCE CO., :
and SANDRA JEAN WAKSMUNSKI :
NEARING, :
Defendants : CIVIL ACTION - LAW
: :
:

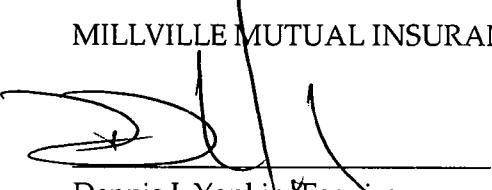
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing Interrogatories to Plaintiff – Set I were served on counsel listed below by placing a copy of the same in the United States Mail, Postage Prepaid, on this the 27th day of March, 2009.

James N. Bryant, Esquire
Bryant & Cantorna, P.C.
107 East Main Street
P.O. Box 551
Millheim, PA 16854

Respectfully Submitted;

MILLVILLE MUTUAL INSURANCE CO.



Dennis J. Yonkin, Esquire
Attorney ID No. 52674
PO Box 280
Millville, PA 17846
(570) 458-5517

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :

FILED 1cc Atty
m/11/47cm Bryant
S APR 13 2009
William A. Shaw
No. 08-1419-CD, Honorary Clerk of Courts
(CD)

TYPE OF CASE:
Civil Action

**Plaintiff's Reply to Defendant,
Millville Mutual Insurance Co.,
New Matter**

Filed on behalf of

Plaintiff

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
P. O. Box 551
Millheim, PA 16854

(814) 349-5666
(814) 349-2212 (fax)

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

CONSTANCE A. WAKSMUNSKI,	:	
Plaintiff	:	
	:	
vs.	:	No. 08-1419-CD
	:	
MILLVILLE MUTUAL INSURANCE CO.,	:	
and	:	
SANDRA JEAN WAKSMUNSKI NEARING,	:	
Defendants	:	

**PLAINTIFF'S REPLY TO DEFENDANT, MILLVILLE
MUTUAL INSURANCE CO., NEW MATTER**

21. No answer is required.
22. It is admitted these were named insureds. However, by way of further answer and defense, Sandra Jean Waksmunski (now Nearing) had filed with the insurance company a document indicating that she had no insurable interest in the property.
23. Admitted.
24. It is admitted that Constance Waksmunski printed the name of Sandra Jean Waksmunski on the check believing she was entitled to do so because of the documents filed with the insurance company. It is denied that she forged the name of Theophilia Waksmunski. On the contrary, Theophilia Waksmunski executed the check.
25. Admitted.
26. Admitted.
27. Admitted.
28. Denied as stated. On the contrary, that is what this lawsuit is about.

29. Denied as stated. On the contrary, Plaintiff believed she is authorized to sign her sister's name to the check by virtue of the documents filed with the insurance company, and by virtue of her sister's specific instruction.

30. No answer is required.

31. Denied as a conclusion of law.

32. Denied as stated. On the contrary, had the insurance company issued the check in the names of Constance Waksmunski and Theophilia Waksmunski, this dispute would not have existed.

WHEREFORE, Plaintiff requests the Defendant's New Matter be dismissed.

Respectfully submitted,

BRYANT & CANTORNA, P.C.

By: _____

James N. Bryant, Esq.
PA ID No. 14084
Attorney for Plaintiff
107 East Main Street
P. O. Box 551
Millheim, PA 16854
814-349-5666
814-349-2212 (fax)
Jnbryant1@verizon.net

VERIFICATION

I verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

For instance, the Watermeadow

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
: :
vs. : No. **08-1419-CD**
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **PLAINTIFF'S REPLY TO**
DEFENDANT, MILLVILLE MUTUAL INSURANCE CO., NEW MATTER was served by
depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

Dennis J. Yonkin, Esq.
Millville Mutual Insurance Company
215 State Street
P. O. Box 280
Millville, PA 17846

Sandra Jean Waksmunski Nearing
2027 Williams Street
Ridgeway, PA 15853

By: 

James N. Bryant, Esq.
Attorney for Plaintiff

DATED: April 9, 2009

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

CONSTANCE A. WAKSMUNSKI, Plaintiff	:	
vs.	:	No. 08-1419-CD
MILLVILLE MUTUAL INSURANCE CO., and SANDRA JEAN WAKSMUNSKI NEARING, Defendants	:	TYPE OF CASE: Civil Action

**Ten-Day Notice to
Sandra Jean Waksmunski Nearing**

Filed on behalf of

Plaintiff

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
P. O. Box 551
Millheim, PA 16854

(814) 349-5666
(814) 349-2212 (fax)

Legal Documents April 2009
cd:Waksmunski, Constance
10 Day Notice

4
FILED
M 11/3/09 NOCC
JUN 03 2009 (60)
William A. Shaw
Prothonotary/Clerk of Courts

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

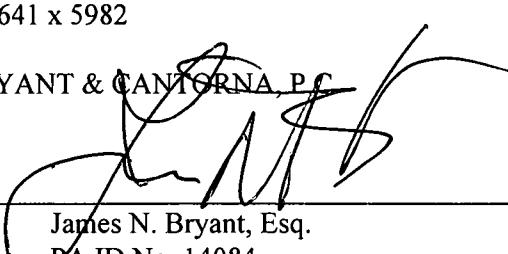
CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. : No. 08-1419-CD
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

NOTICE

TO: SANDRA JEAN WAKSMUNSKI NEARING
2027 WILLIAMS STREET
RIDGEWAY, PA 15853

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DANIEL J. NELSON, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

BRYANT & CANTORNA, P.C.
By: 

James N. Bryant, Esq.
PA ID No. 14084
Attorney for Plaintiff
107 East Main Street, P.O. Box 551
Millheim, PA 16854
(814) 349-5666
(814) 349-2212 (fax)
Jnbryant1@verizon.net

DATED: June 2, 2009

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

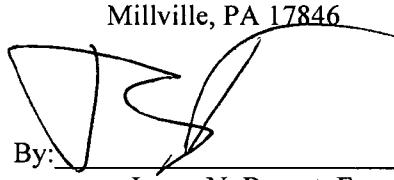
CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. : No. **08-1419-CD**
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within NOTICE was served by depositing the same
with the United States Postal Service, postage prepaid, addressed to the following:

Sandra Jean Waksmunski Nearing
2027 Williams Street
Ridgeway, PA 15853

Dennis J. Yonkin, Esq.
Millville Mutual Insurance Company
215 State Street
P. O. Box 280
Millville, PA 17846

By: 

James N. Bryant, Esq.
Attorney for Plaintiff

DATED: June 2, 2009

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CONSTANCE A. WAKSMUNSKI : CIVIL ACTION
Plaintiff :
vs. :
: No. 08-1419-CD
MILLVILLE MUTUAL INSURANCE CO. :
and : PRAECIPE FOR
SANDRA JEAN WAKSMUNSKI NEARING : ENTRY OF APPEARANCE
Defendants :
: Filed on behalf of Defendant
: Sandra Jean Waksmunski Nearing
: Counsel of Record:
: David S. Pontzer, Esquire
: 220 Center Street
: Ridgway, PA 15853
: (814) 773-3108
: Atty. I.D. No. 66366

5 FILED NOCC
M7/12/5830X
JUN 08 2009 (60)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CONSTANCE A. WAKSMUNSKI	:	CIVIL ACTION
Plaintiff	:	
	:	
vs.	:	No. 08-1419-CD
	:	
MILLVILLE MUTUAL INSURANCE CO.	:	PRAECIPE FOR
and	:	ENTRY OF APPEARANCE
SANDRA JEAN WAKSMUNSKI NEARING	:	
Defendants	:	Filed on behalf of Defendant
	:	Sandra Jean Waksmunski Nearing
	:	Counsel of Record:
	:	David S. Pontzer, Esquire
	:	220 Center Street
	:	Ridgway, PA 15853
	:	(814) 773-3108
	:	Atty. I.D. No. 66366

PRAECIPE FOR ENTRY OF APPEARANCE

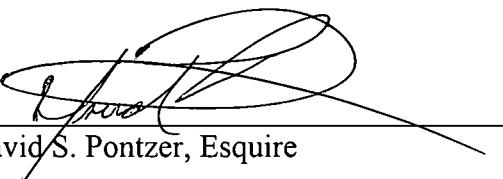
Kindly enter my appearance on behalf of the defendant, Sandra Jean Waksmunski, now known as Sandra Jean Nearing, in the above captioned case, term and number.

Respectfully Submitted:

PONTZER & PONTZER

By:

David S. Pontzer, Esquire



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CONSTANCE A. WAKSMUNSKI : CIVIL ACTION
Plaintiff :
: :
vs. : No. 08-1419-CD
: :
MILLVILLE MUTUAL INSURANCE CO. : ANSWER AND NEW MATTER
and : TO PLAINTIFF'S COMPLAINT
SANDRA JEAN WAKSMUNSKI NEARING :
Defendants : Filed on behalf of Defendant
: Sandra Jean Waksmunski Nearing
: Counsel of Record:
: David S. Pontzer, Esquire
: 220 Center Street
: Ridgway, PA 15853
: (814) 773-3108
: Atty. I.D. No. 66366

9 FILED NO CC
M712.5801
JUN 08 2009
(GW)
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CONSTANCE A. WAKSMUNSKI	:	CIVIL ACTION
Plaintiff	:	
	:	
vs.	:	No. 08-1419-CD
	:	
MILLVILLE MUTUAL INSURANCE CO.	:	NOTICE TO PLEAD
and	:	
SANDRA JEAN WAKSMUNSKI NEARING	:	
Defendants	:	

NOTICE TO PLEAD

TO: Plaintiff
c/o James N. Bryant, Esquire
107 East Main Street
Millheim, PA 16854

You are hereby notified and required to plead to the within Answer and New Matter within twenty (20) days from the date of service hereof.

NOTE: You are hereby warned that if you fail to plead as notified and required, the action will proceed without you and you will be liable to have a default judgment entered against you in your absence.



David S. Pohtzer, Esq.
Attorney for Defendant Nearing
Attorney I.D. No. 66366

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CONSTANCE A. WAKSMUNSKI	:	CIVIL ACTION
Plaintiff	:	
	:	
vs.	:	No. 08-1419-CD
	:	
MILLVILLE MUTUAL INSURANCE CO.	:	ANSWER AND NEW MATTER
and	:	TO PLAINTIFF'S COMPLAINT
SANDRA JEAN WAKSMUNSKI NEARING	:	
Defendants	:	Filed on behalf of Defendant
	:	Sandra Jean Waksmunski Nearing
	:	Counsel of Record:
	:	David S. Pontzer, Esquire
	:	220 Center Street
	:	Ridgway, PA 15853
	:	(814) 773-3108
	:	Atty. I.D. No. 66366

ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT

AND NOW COMES the Defendant, Sandra Jean Waksmunski, now known as Sandra Jean Nearing by and through her attorney, David S. Pontzer, Esquire, and files this Answer and New Matter to Plaintiff's Complaint and avers as follows:

1. After reasonable investigation, this Defendant is without information or knowledge sufficient to form belief as to the truth to the averments set forth in paragraph 1 of Plaintiff's Complaint and, therefore, the same are denied.
2. After reasonable investigation, this Defendant is without information or knowledge sufficient to form belief as to the truth to the averments set forth in paragraph 1 of Plaintiff's Complaint and, therefore, the same are denied.
3. Admitted.
4. Denied as stated. On March 8, 2001, the Plaintiff received a one-fourth (1/4) interest in the property set forth in Paragraph 4 and the defendant, Sandra Jean Nearing, also received a one-fourth (1/4) interest in said property on that date.
5. Denied as stated. The Plaintiff received her interest in the property by virtue of the deed set forth as *Exhibit A* of Plaintiff's Complaint and Defendant, Sandra Jean Nearing, also received her interest by virtue of said deed.

6. Denied. It is denied that the Plaintiff took care of Joseph A. Waksmunski for his entire life. In fact, his wife, Francis Waksmunski cared for him until her death in 1996. After that time, the Defendant, Sandra Jean Nearing, lived at Joseph A. Waksmunski's residence and cared for him until January of 2005.
7. Denied. It is denied that there was ever an understanding between the Plaintiff, Theophelia Marie Waksmunski and Defendant, Sandra Jean Nearing, that the Plaintiff would receive Joseph A. Waksmunski's property.
8. Admitted.
9. Denied. It is denied that the Plaintiff had at all times purchased insurance on the subject property. On the contrary, Joseph A. Waksmunski purchased the insurance until his death.
10. Denied. It is denied that the Defendant, Sandra Jean Nearing, recognized that the Plaintiff had purchased insurance or that said insurance was hers. Furthermore, Defendant, Sandra Jean Nearing, did not sign the form marked ***Exhibit C***.
11. Admitted.
12. Admitted.
13. Admitted.
14. After reasonable investigation, this Defendant is without information or knowledge sufficient to form belief as to the truth to the averments set forth in paragraph 14 of Plaintiff's Complaint and, therefore, the same are denied.
15. After reasonable investigation, this Defendant is without information or knowledge sufficient to form belief as to the truth to the averments set forth in paragraph 15 of Plaintiff's Complaint and, therefore, the same are denied.

COUNT I
DECLARATORY JUDGMENT

16. Paragraph 1 through 15 are incorporated herein as if set forth at length.
17. Denied. It is denied that this Honorable Court should enter an order declaring that the Plaintiff is the sole insured of this property.
18. Denied. It is denied that this Honorable Court should enter an order that Defendant, Sandra Jean Nearing, is not a signatory to the policy.
19. Denied. It is denied that the Plaintiff should receive a judgment against Defendant, Millville Mutual Insurance Company, in the amount of \$98,000.00 plus interest and costs under the contract.

20. Denied. It is denied that Plaintiff should receive a judgment against Defendant, Millville Mutual Insurance Company, in the amount of \$40,000.00 for the contents plus interest and costs.

NEW MATTER

21. Paragraph 1 through 20 are incorporated herein as if set forth at length.

22. Joseph A. Waksmunski and Francis Waksmunski, husband and wife, owned the property which is the subject of this lawsuit from April 16, 1956 until March 8, 2001.

23. Francis Waksmunski died on March 29, 1996 and title to the property vested in Joseph A. Waksmunski.

24. On March 8, 2001, Joseph A. Waksmunski deeded the property to Theophelia Marie Waksmunski, Constance Ann Waksmunski, Defendant, Sandra Jean Waksmunski, (now known as Sandra Jean Nearing) and Joseph A. Waksmunski with each owner receiving an undivided one-fourth (1/4) interest as joint tenants with the right of survivorship.

25. Joseph A. Waksmunski died on February 26, 2006 and the property vested in his daughter's, Theophelia Marie Waksmunski, Constance Ann Waksmunski, and Defendant, Sandra Jean Waksmunski, (now known as Sandra Jean Nearing) each now having an undivided one-third (1/3) interest in the property.

26. Defendant, Sandra Jean Nearing lived with her father, Joseph A. Waksmunski, until January of 2005 and provided for his care after Francis Waksmunski passed away.

27. Joseph A. Waksmunski opened a checking account with defendant, Sandra Jean Nearing, and she helped him with his financial transactions, including paying his bills until January of 2005.

28. Joseph A. Waksmunski purchased a policy of insurance on the subject property from Millville Mutual Insurance Company on February 26, 2004 which said policy ran for three (3) years until February 26, 2007. The policy was No. FO-22352.

29. Joseph A. Waksmunski died during the term of this policy.

30. Sometime prior the expiration of the aforesaid policy No. FO-22352, the Plaintiff told the Defendant, Sandra Jean Nearing, that because she no longer resided in the residence located on the property, she had to sign a form from the insurance company.

31. At no time did the Plaintiff ask the Defendant, Sandra Jean Nearing, to sign a form renouncing her rights to insurance proceeds.

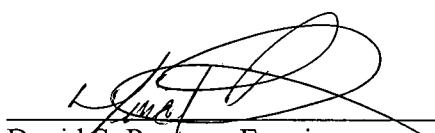
32. The Defendant, Sandra Jean Nearing, has never seen the form marked as ***Exhibit C***, and the signature on the aforesigned as ***Exhibit C*** is not that of the Defendant, Sandra Jean Nearing.

33. The exhibit marked as ***Exhibit C*** in Plaintiff's Complaint is, in any event, related to insurance policy No. FO-22352 which expired on February 26, 2007.
34. The subject property was totally destroyed by fire on April 28, 2007 and the policy in effect at that time was No. FO-27918 which had a term beginning on February 26, 2007 and ending February 26, 2010. See Plaintiff's ***Exhibit B***.
35. Defendant, Sandra Jean Nearing, is a named additional insured under Millville Mutual Insurance Company policy No. FO-27918. See Plaintiff's ***Exhibit B***.
36. At no time did the Defendant, Sandra Jean Nearing, indicate that the Plaintiff would "receive" the subject property, and, in fact, the property is still jointly owned by the Plaintiff, the Defendant, Sandra Jean Nearing, and Theophelia Marie Waksmunski.
37. The Defendant, Sandra Jean Nearing, believes and therefore avers, that the Plaintiff has already received \$7,500.00 from Millville Mutual Insurance Company due to the fire at the subject property.
38. The Defendant, Sandra Jean Nearing, believes and therefore avers, that Millville Mutual Insurance Company also issued a check for \$98,000.00 made payable to the Defendant, Sandra Jean Nearing, the Plaintiff and Theophelia Marie Waksmunski.
39. The Defendant, Sandra Jean Nearing, believes and therefore avers that the Plaintiff attempted to cash the insurance check from Millville Mutual Insurance Company, but it was held by the bank as the Defendant, Sandra Jean Nearing, had not endorsed it.
40. Defendant, Sandra Jean Nearing, filed a claim for personal property loss under the terms of the insurance policy in the amount of approximately \$16,000.00, but to date has not received any proceeds.

WHEREFORE, the Defendant, Sandra Jean Nearing, requests this Honorable Court to enter an order finding that Defendant, Sandra Jean Waksmunski, (now known as Sandra Jean Nearing) is an insured under the policy of insurance issued by Millville Mutual Insurance Company and dismissing Plaintiff's complaint.

Respectfully Submitted,

By:



David S. Ponzer, Esquire
Attorney for Defendant

VERIFICATION

I, **Sandra Jean Waksmunski, n/k/a Sandra Jean Nearing**, hereby state that the statements made in the foregoing Answer to Plaintiff's Complaint and New Matter are true and correct to the best of my knowledge, information and belief. I the undersigned understand that this statement is made subject to the penalties of 18 Pa.C.S.A. Sec. 4904 relating to unsworn falsification to authorities.

By:

Sandra Jean Nearing
Sandra Jean Nearing
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answer to Plaintiff's Complaint and New Matter was served upon the following, by depositing the same with the U.S. Postal Service, this 5th day of June, 2009:

Addressed as Follows:

**James N. Bryant, Esquire
107 East Main Street
P.O. Box 551
Millheim, PA 16854**

**Dennis Yonkin
Millville Mutual Insurance Company
215 State Street
P.O. Box 101
Millville, PA 17846**

PONTZER & PONTZER

By:



David S. Pontzer, Esquire
Attorney for Plaintiff

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. : No. **08-1419-CD**
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, : TYPE OF CASE:
Defendants : **Civil Action**

Praeclipe for Trial

Filed on behalf of

Plaintiff

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
P. O. Box 551
Millheim, PA 16854

(814) 349-5666
(814) 349-2212 (fax)

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

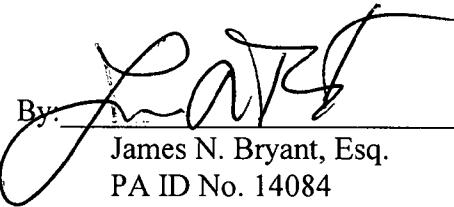
CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
: :
vs. : : No. **08-1419-CD**
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

PRAECIPE FOR TRIAL

TO THE PROTHONOTARY OF SAID COURT:

Kindly list the above captioned matter for trial during the next term of Court.

BRYANT & CANTORNA, P.C.

By: 

James N. Bryant, Esq.
PA ID No. 14084

Attorney for Plaintiff/Defendant
107 East Main Street, P.O. Box 551
Millheim, PA 16854
(814) 349-5666
(814) 349-2212 (fax)
Jnbryant1@verizon.net

DATED: September 24, 2009

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

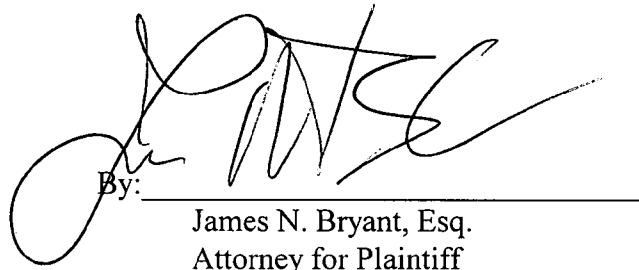
CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
: :
vs. : No. **08-1419-CD**
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within PRAECIPE FOR TRIAL was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

David S. Pontzer, Esq.
Pontzer & Pontzer
220 Center Street
Ridgway, PA 15853

Dennis J. Yonkin, Esq.
Millville Mutual Insurance Company
215 State Street
P. O. Box 280
Millville, PA 17846


By: _____
James N. Bryant, Esq.
Attorney for Plaintiff

DATED: September 24, 2009

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. : No. **08-1419-CD**
: :
MILLVILLE MUTUAL INSURANCE CO., :
and : TYPE OF CASE:
SANDRA JEAN WAKSMUNSKI NEARING, : Civil Action
Defendants : :
:

**Reply to New Matter of Sandra
Jean Waksmunski Nearing**

Filed on behalf of

Plaintiff

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
P. O. Box 551
Millheim, PA 16854

(814) 349-5666
(814) 349-2212 (fax)

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

CONSTANCE A. WAKSMUNSKI,
Plaintiff

vs.

No. **08-1419-CD**

MILLVILLE MUTUAL INSURANCE CO.,
and
SANDRA JEAN WAKSMUNSKI NEARING,
Defendants

**PLAINTIFF'S REPLY TO NEW MATTER OF
DEFENDANT, SANDRA JEAN WAKSMUNSKI NEARING**

21. No answer is required.
22. Admitted.
23. Admitted.
24. Admitted.
25. Admitted.
26. Admitted.
27. Admitted.
28. Admitted.
29. Admitted.
30. Admitted.
31. Denied as stated. On the contrary, the Plaintiff reasonably believed that Sandra Jean Nearing had no interest in the property and therefore signed her name.

32. Admitted.
33. Admitted.
34. Admitted.
35. Admitted.

36. Denied as stated. On the contrary, it was always the wish of the decedent that the Plaintiff and Theophelia Marie Waksmunski have the property.

37. Denied as stated. On the contrary the only monies recovered were out-of-pocket expenses of the Plaintiff and demolition costs.

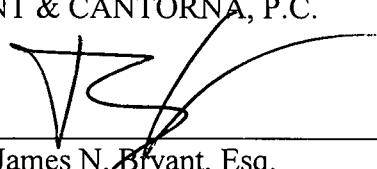
38. Admitted.

39. It is admitted the Plaintiff attempted to cash the check because she believed that based on her father's wishes and her understanding of the insurance policy she was entitled to the funds.

40. After a reasonable investigation, the Plaintiff is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

Respectfully submitted,

BRYANT & CANTORNA, P.C.

By: 

James N. Bryant, Esq.
PA ID No. 14084
Attorney for Plaintiff
107 East Main Street
P. O. Box 551
Millheim, PA 16854
814-349-5666
814-349-2212 (fax)
Jnbryant1@verizon.net

VERIFICATION

I verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

Constance Ann Waskowiski

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. : No. 08-1419-CD
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

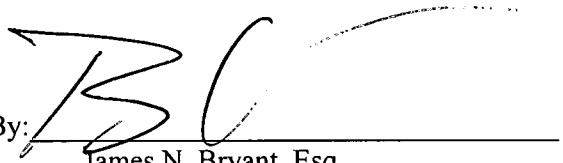
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **Reply to New Matter of Sandra Jean Waksmunski Nearing** was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

David S. Pontzer, Esq.
Pontzer & Pontzer
220 Center Street
Ridgway, PA 15853

Dennis Yonkin
Millville Mutual Insurance Company
215 State Street
P. O. Box 101
Millville, PA 17846

By:


James N. Bryant, Esq.
Attorney for Plaintiff

DATED: September 24, 2009

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

CONSTANCE A. WAKSMUNSKI :
:
vs. : No. 08-1419-CD
:
MILLVILLE MUTUAL INSURANCE :
CO., and SANDRA JEAN :
WAKSMUNSKI NEARING :
:

O R D E R

AND NOW, this 13th day of October, 2009, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for Tuesday, December 8, 2009 at 11:00 A.M. in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

Additionally, Jury Selection in this matter shall be and is hereby scheduled for January 5, 2010 at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:


PAUL E. CHERRY
Judge

FILED
OCT 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

⑥⑩
ICC Atty's:
Bryant
Pontzer
Yonkin

FILED

OCT 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/13/09

____ You are responsible for serving all appropriate parties.

____ The Prothonotary's Office has selected service in the following parties:

Plaintiff(s) Plaintiff(s) Attn: _____ Other _____

Defendant(s) Defendant(s) Attn: _____ Other _____

____ Special instructions:

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

CONSTANCE A. WAKSMUNSKI,
Plaintiff

vs.

MILLVILLE MUTUAL INSURANCE CO.,
and
SANDRA JEAN WAKSMUNSKI NEARING,
Defendants

No. 08-1419-CD

TYPE OF CASE:
Civil Action

FILED

MAY 26 2010

11:00 AM
William A. Shaw
Prothonotary/Clerk of Courts

1 cent. to Attn

Motion to Enforce Settlement

Filed on behalf of

Plaintiff

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
P. O. Box 551
Millheim, PA 16854

(814) 349-5666
(814) 349-2212 (fax)

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
: :
vs. : No. **08-1419-CD**
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

MOTION TO ENFORCE SETTLEMENT

AND NOW, comes the Plaintiff, Constance A. Waksmunski, by and through her attorney, James N. Bryant, Esq., of Bryant & Cantorna, P.C., and files this Motion to Enforce Settlement, and avers as follows:

1. On or about November 25, 2009, counsel for Defendant Sandra Jean Waksmunski Nearing, forwarded a letter, copy of which is attached hereto, incorporated by reference and marked Exhibit "A", indicating settlement of the policy.
2. This was accepted by the Plaintiff.
3. To date, no proceeds have been remitted.

WHEREFORE, Plaintiff requests this Honorable Court to enforce the settlement agreement together with interest from November 25, 2009 to present.

Respectfully submitted,

BRYANT & CANTORNA, P.C.

By: 

James N. Bryant, Esq.
PA ID No. 14084
Attorney for Plaintiff
107 East Main Street
P. O. Box 551
Millheim, PA 16854
814-349-5666
814-349-2212 (fax)
Jnbryant1@verizon.net

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

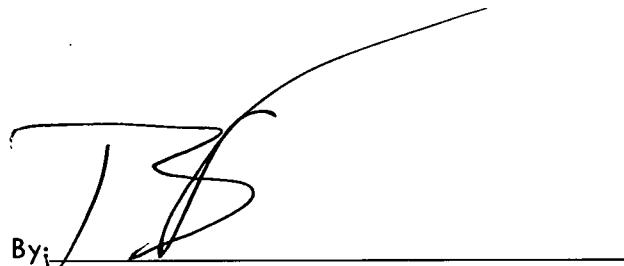
CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
: :
vs. : : No. **08-1419-CD**
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **MOTION TO ENFORCE**
SETTLEMENT was served by depositing the same with the United States Postal Service, postage
prepaid, addressed to the following:

David S. Pontzer, Esq.
Pontzer & Pontzer
220 Center Street
Ridgway, PA 15853

Dennis J. Yonkin, Esq.
Millville Mutual Insurance Company
215 State Street
P. O. Box 280
Millville, PA 17846


By: _____
James N. Bryant, Esq.
Attorney for Plaintiff

DATED: May 25, 2010

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

CONSTANCE A. WAKSMUNSKI,
Plaintiff

vs.

MILLVILLE MUTUAL INSURANCE CO.,
and
SANDRA JEAN WAKSMUNSKI NEARING,
Defendants

: No. 08-1419-CD

FILED

MAY 27 2010 (610)
6/3:45 PM
William A. Shaw
Prothonotary/Clerk of Courts

1 cent to Attn

ORDER

AND NOW, this 27th day of MAY, 2010, upon consideration of the foregoing

Motion, a rule is granted upon the Defendants to show cause why such relief should not be granted. Rule
returnable thereon the 13th day of JULY, 2010, for hearing, at 11:30 AM in
Courtroom # 2.

NOTICE

A Petition or Motion has been filed against you in Court. If you wish to defend against the claims set forth in the following Motion by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so the case may proceed without you and an order may be entered against you by the Court without further notice for relief requested by the Petitioner or Movant. You may lose rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR
CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU
CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
MARKET & SECOND STREETS
CLEARFIELD, PA 16830
814-765-2641, EXT. 50-51.

BY THE COURT:


J. W. Klemmer

FILED

MAY 27 2010

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

DATE: _____
You are responsible for serving all appropriate parties.
 The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) _____ Plaintiff(s) Attorney
____ Defendant(s) _____ Defendant(s) Attorney
____ Defendant(s) _____ Defendant(s) Attorney
____ Special Instructions: _____

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
: :
vs. : : No. **08-1419-CD**
: :
MILLVILLE MUTUAL INSURANCE CO., : :
and : : TYPE OF CASE:
SANDRA JEAN WAKSMUNSKI NEARING, : : **Civil Action**
Defendants : :

Certificate of Service

Filed on behalf of

Plaintiff

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
P. O. Box 551
Millheim, PA 16854

(814) 349-5666
(814) 349-2212 (fax)

FILED NO
M 10.39301
JUN 03 2010
S
William A. Shaw
Prothonotary/Clerk of Courts

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
: :
vs. : No. 08-1419-CD
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the **Motion to Enforce Settlement and Order for Hearing** was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

David S. Pontzer, Esq.
Pontzer & Pontzer
220 Center Street
Ridgway, PA 15853

Dennis J. Yonkin, Esq.
Millville Mutual Insurance Company
215 State Street
P. O. Box 280
Millville, PA 17846


By: _____

James N. Bryant, Esq.
Attorney for Plaintiff

DATED: June 2, 2010

FILED

JUN 07 2010

112-20/c
William A. Shaw
Honorary Clerk of Courts

CONSTANCE A. WAKSMUNSKI, Plaintiff	:	THE COURT OF COMMON WEALTHS OF CLEARFIELD COUNTY
vs.	:	DOCKET NO. 08-1419-CD
MILLVILLE MUTUAL INSURANCE CO., and SANDRA JEAN WAKSMUNSKI NEARING, Defendants	:	CIVIL ACTION - LAW

Defendant Millville's Response to Motion to Enforce Settlement

1. Denied. There was no letter attached to Responding party's copy of the Motion
By way of further response, responding party did not receive a copy of the referenced letter.
2. Denied. After reasonable investigation this party is without knowledge or
information sufficient to form a belief as to the truth of this averment and therefore the same is
denied.
3. Admitted. Defendant Millville Mutual will not pay any settlement without a
signed release from all parties.

WHEREFORE, Defendant Millville Mutual respectfully requests that this Honorable Court dismiss the Motion with Prejudice.

Respectfully Submitted;

MILLVILLE MUTUAL INSURANCE CO.



Dennis J. Yonkin, Esquire
Attorney ID No. 52674
PO Box 280
Millville, PA 17846
(570) 458-5517

Dated: 6-3-10

CONSTANCE A. WAKSMUNSKI, : THE COURT OF COMMON PLEAS
Plaintiff : OF CLEARFIELD COUNTY, PA
vs. :
: DOCKET NO. 08-1419-CD
:
MILLVILLE MUTUAL INSURANCE CO., :
and SANDRA JEAN WAKSMUNSKI :
NEARING, :
Defendants : CIVIL ACTION - LAW
:
:

CERTIFICATE OF SERVICE

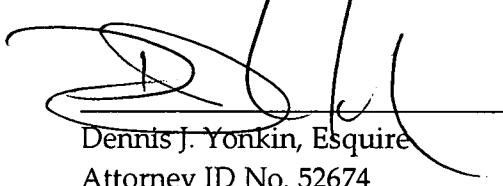
I, the undersigned, hereby certify that a true and correct copy of the foregoing Response to Motion to Enforce Settlement was served on counsel listed below by placing a copy of the same in the United States Mail, Postage Prepaid, on this the 3rd day of June, 2010.

James N. Bryant, Esquire
Bryant & Cantorna, P.C.
107 East Main Street
P.O. Box 551
Millheim, PA 16854

David S. Pontzer, Esquire
Pontzer & Pontzer
220 Center Street
Ridgway, PA 15853

Respectfully Submitted;

MILLVILLE MUTUAL INSURANCE CO.


Dennis J. Yonkin, Esquire
Attorney ID No. 52674
PO Box 280
Millville, PA 17846
(570) 458-5517

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CONSTANCE A. WAKSMUNSKI : Civil Action
Plaintiff : No. 08-1419-CD
:
Vs. : ANSWER TO MOTION TO
: ENFORCE SETTLEMENT
:
MILLVILLE MUTUAL INSURANCE CO. :
and : Filed on behalf of
SANDRA JEAN WAKSMUNSKI NEARING : Defendant:
Defendants : Sandra Jean Waksmusnki Nearing
: David S. Pontzer, Esq
: Pontzer & Pontzer
: 220 Center Street
: Ridgway, PA 15853
: (814) 773-3108
: PA I.D. 66366

FILED 1CC Atty
M/11:02am Pontzer
JUL 02 2010
S
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CONSTANCE A. WAKSMUNSKI : Civil Action
Plaintiff : No. 08-1419-CD
:
Vs. : ANSWER TO MOTION TO
: ENFORCE SETTLEMENT
MILLVILLE MUTUAL INSURANCE CO. :
and :
SANDRA JEAN WAKSMUNSKI NEARING :
Defendants :

ANSWER TO MOTION TO ENFORCE SETTLEMENT

AND NOW, comes the Defendant, Sandra Jean Waksmunski Nearing, by and through her attorney, David S. Pontzer, Esq., and files this Answer to Motion to Enforce Settlement, and avers as follows:

1. Admitted. See attached Exhibit "A".
2. Admitted.
3. Admitted.

WHEREFORE, Defendant requests this Honorable Court to enforce the settlement agreement together with interest from November 25, 2009 to present.

Respectfully submitted,



David S. Pontzer, Esq.
Attorney for Defendant
Sandra Jean Waksmunski Nearing

PONTZER & PONTZER
ATTORNEYS AT LAW

220 CENTER STREET
RIDGWAY, PENNSYLVANIA 15853

814-773-3108
FAX 814-773-3109

NORBERT J. PONTZER
DAVID S. PONTZER

N. T. ARNOLD (1857-1906)
WILLIAM W. BARBOUR (1863-1943)
ROBERT F. PONTZER (1904-1979)

November 25, 2009

James N. Bryant, Esq.
Bryant & Cantorna, P.C.
P.O. Box 551
Millheim, PA 16854

**RE: Waksmunski v. Millville Mutual Insurance Co. & Nearing
No. 08-1419-CD**

Dear Attorney Bryant,

As per our recent telephone conversation it is my understanding that we can settle the above-captioned matter as follows. The \$98,000.00 in insurance coverage which is available under Millville Mutual Insurance Co. policy number FO-27918 it is to be divided among the 3 named insured, with my client, Sandra Nearing, receiving \$32,667.00 directly from Millville Mutual Insurance Co. The insurance coverage available for the contents of the residence would also be divided, with Sandra Nearing receiving \$15,000.00 for her loss and your client receiving \$34,000.00 for her loss. This is of course contingent on Millville agreeing to release the entire \$49,000.00 available for personal property loss.

If this settlement is acceptable, please let me know as soon as possible as we may be able to avoid the pre-trial conference scheduled for December 8, 2009.

Should you have any questions or comments please do not hesitate to call.

Very truly yours,

PONTZER & PONTZER

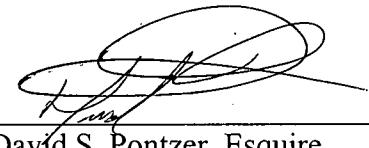
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answer to Motion to Enforce Settlement was served upon the following counsel and party of record **via first class mail, postage prepaid**, this 30 day of June, 2010.

Addressed as Follows:

James N. Bryant, Esq.
107 East Main Street
P.O. Box 551
Millheim, PA 16854

Dennis J. Yonkin, Esq.
Millville Mutual Insurance Company
215 State Street
P.O. Box 280
Millville, PA 17846



David S. Pontzer, Esquire
Attorney for Plaintiff

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

CONTANCE A. WAKSMUNSKI :
-vs- : No. 2008-1419-CD
MILLVILLE MUTUAL INSURANCE :
COMPANY and SANDRA JEAN :
WAKSMUNSKI NEARING :

O R D E R

AND NOW, this 12th day of July, 2010, this being
the date set for hearing on Petition for Special Relief; the
Court noting that the parties have reached an agreement and
that all releases have been signed, it is the ORDER of this
Court that said monies shall be paid within no more than
thirty (30) days from today's date.

BY THE COURT,

Paul E. Cleary

Judge

FILED
07/14/2010
S
William A. Shaw
Prothonotary/Clerk of Courts
Bryant
Yonkin
Pantzer

(64)

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This agreement is made by, between and among **CONSTANCE WAKSMUNSKI** (hereinafter Plaintiff), **SANDRA (WAKSMUNSKI) NEARING, THEOPHELIA WAKSMUNSKI** and **MILLVILLE MUTUAL INSURANCE COMPANY**.

WHEREAS, Constance Waksmunski instituted this suit on or about August 1, 2008, in the Court of Common Pleas of Clearfield County at Docket No. 08-1419-CD for the recovery of damages due to a fire on April 18, 2007 to property located at 795 Drain Highway, Osceola, Pennsylvania; and,

WHEREAS the property in question was insured under a Millville Mutual Insurance policy number FO27918; and

WHEREAS, there are multiple claims for the insurance proceeds among the parties hereto; and

WHEREAS all of the above named parties desire to settle and release each other from any and all claims, by, among and between them, and that each may have against the other, with respect to the incident described herein, upon the terms and conditions hereafter stated.

NOW, WHEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter stated, the parties agree as follows:

1. FOR AND IN CONSIDERATION OF the payment as follows of **One Hundred Fifty-One Thousand Nine Hundred Dollars (\$151,900.00) Dollars**, and other good and valuable consideration, Plaintiff, being of lawful age, has released and discharged, and by these presents does for herself, her heirs, executors, administrators and assigns, release, acquit and forever discharge Sandra (Waksmunski) Nearing, Theophelia Waksmunski and Millville Mutual Insurance Company and any and all other persons, firms and corporations, whether herein named or referred to or not, of and from any and all past, present and future claims, actions, causes of action, demands, damages, costs, loss of services, expenses, compensation, damages for delay, third-party actions, suits at law or in equity of whatever nature, including but in no way limited to claims or

suits for negligence, breach of contract, contribution and/or indemnity, subrogation or claims for bad faith arising under 42 Pa. C. S. §8371 or any other statute or common law, on account of, that arise from, or that are in any way related to the fire occurring on April 18, 2007 at 795 Drain Highway, Osceola, Pennsylvania.

2. The sum of One Hundred Fifty-One Thousand Nine Hundred Dollars (\$151,900.00) Dollars described in paragraph one hereof shall be paid from the Insurance proceeds as detailed in **Exhibit A** hereto:

3. In further consideration of the above payment, Plaintiff agrees that she will execute and file a Praeclipe to have the aforesaid civil action marked as settled and discontinued and to execute any other documents reasonably necessary to effect the purposes of this Agreement.

4. In consideration of the release by Plaintiff of all claims against Sandra (Waksmunski) Nearing, Theophelia Waksmunski and Millville Mutual Insurance Company and in consideration of the mutual release by Sandra (Waksmunski) Nearing, Theophelia Waksmunski and Millville Mutual Insurance Company of all claims that they may have against each other, and for other good and valuable consideration, Sandra (Waksmunski) Nearing, Theophelia Waksmunski and Millville Mutual Insurance Company have released and discharged, and by these presents do for themselves, their administrators and assigns, release, acquit and forever discharge Sandra (Waksmunski) Nearing, Theophelia Waksmunski and Millville Mutual Insurance Company and any and all other persons, firms and corporations, whether herein named or referred to or not, of and from any and all past, present and future claims, actions, causes of action, demands, damages, costs, loss of services, expenses, compensation, damages for delay, third-party actions, suits at law or in equity of whatever nature, including but in no way limited to claims or suits for negligence, breach of contract, contribution and/or indemnity, subrogation or claims for bad faith arising under 42 Pa. C. S. §8371 or any other statute or common law, on account of, that arise from, or that are in any way related to a fire April 18, 2007 at 795 Drain Highway, Osceola, Pennsylvania.

5. It is understood and agreed that we rely fully upon our own judgment, belief and knowledge and that we

have not been influenced to any extent whatever in making this release by any representations or statements regarding any matter made by the persons, firms or corporations who are hereby released, or by any person or firm representing them, or by them employed.

6. We understand that the settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be considered as an admission of liability on the part of the persons, firms and corporations hereby released, by whom liability is expressly denied, and who are merely buying their peace.

7. We have had the opportunity to review this release and settlement with legal counsel of our own choosing, which legal counsel has witnessed our execution of this release and explained the terms and effect of the release and settlement to us.

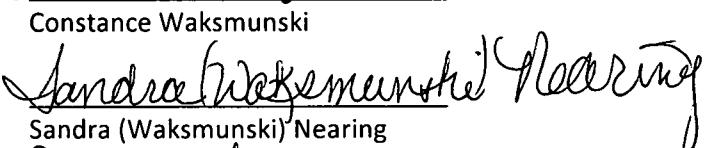
8. This release consisting of three (3) pages plus Exhibit A contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital. We further state that we have carefully read the foregoing release and know the contents thereof, and that we sign this release as our own free act, intending to be legally bound thereby within the terms and intent of the Uniform Written Obligations Act, as enacted by the Commonwealth of Pennsylvania.

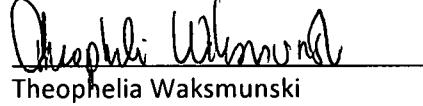
WITNESS our hands and seals this _____ day of _____, 2010

IN THE PRESENCE OF:

Witness:


Constance Waksmunski


Sandra (Waksmunski) Nearing


Theophelia Waksmunski

Millville Mutual Insurance Co

CLAIM NO. 0770811
INSURED: CONSTANCE WAKSMUNSKI

COVERAGE UNDER POLICY

COVERAGE A LIMIT	\$98,000.00
COVERAGE A ADDL. 5% DEBRIS	\$4,900.00
COVERAGE C LIMIT	\$49,000.00
TOTAL PAYMENT DUE	\$151,900.00

PAYMENT BREAKDOWN

a: To Constance Waksmunski	\$32,666.67	(1/3 Coverage A)
	\$1,633.33	(1/3 Coverage A addl 5% debris)
	-\$13,720.00	(Act 98 money received)
	\$49,000.00	(Coverage C)
	-\$15,000.00	(Coverage C to Sandra)
	-\$1,500.00	(Coverage C money received)
TOTAL	\$53,080.00	
b: To Sandra Waksmunski	\$32,666.66	(1/3 Coverage A)
	\$1,633.34	(1/3 Coverage A addl 5% debris)
	\$15,000.00	(Coverage C)
TOTAL	\$49,300.00	
c: To Theophelia Waksmunski	\$32,666.67	(1/3 Coverage A)
	\$1,633.33	(1/3 Coverage A addl 5% debris)
TOTAL	\$34,300.00	
Total	\$136,680.00	

MONEY RECEIVED BY CONSTANCE		
ACT 98 DEBRIS	\$13,720.00	
COVERAGE C ADVANCE	\$1,500.00	
TOTAL ALREADY PAID	\$15,220.00	
TOTAL RECEIVED & TOTAL DUE	\$151,900.00	

*Amelia
Jan
Sgt*

FILED

JUL 14 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/14/10

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Institute Bonds:

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
vs. :
: : No. 08-1419-CD
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, : TYPE OF CASE:
Defendants : Civil Action

Praecipe for Discontinuance

Filed on behalf of

Plaintiff

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
P. O. Box 551
Millheim, PA 16854

(814) 349-5666
(814) 349-2212 (fax)

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
: :
vs. : : No. 08-1419-CD
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY OF SAID COURT:

Kindly mark the above captioned matter SETTLED, ENDED and DISCONTINUED, with
prejudice.

BRYANT & CANTORNA, P.C.

By: _____


James N. Bryant, Esq.
PA ID No. 14084
Attorney for Plaintiff
107 East Main Street, P.O. Box 551
Millheim, PA 16854
(814) 349-5666
(814) 349-2212 (fax)
Jnbryant1@verizon.net

DATED: July 19, 2010

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
: :
vs. : : No. 08-1419-CD
: :
MILLVILLE MUTUAL INSURANCE CO., :
and : : TYPE OF CASE:
SANDRA JEAN WAKSMUNSKI NEARING, : : Civil Action
Defendants : :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **PRAECIPE FOR DISCONTINUANCE**
was served by depositing the same with the United States Postal Service, postage prepaid,
addressed to the following:

Dennis J. Yonkin, Esq.
Millville Mutual Insurance Company
215 State Street
P. O. Box 280
Millville, PA 17846

David S. Pontzer, Esq.
Pontzer & Pontzer
220 Center Street
Ridgway, PA 15853

By: _____


James N. Bryant, Esq.
Attorney for Plaintiff

DATED: July 19, 2010

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

CONSTANCE A. WAKSMUNSKI, :
Plaintiff :
: :
vs. : No. **08-1419-CD**
: :
MILLVILLE MUTUAL INSURANCE CO., :
and :
SANDRA JEAN WAKSMUNSKI NEARING, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **PLAINTIFF'S PRE-TRIAL
MEMORANDUM** was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

David S. Pontzer, Esq.
Pontzer & Pontzer
220 Center Street
Ridgway, PA 15853

Dennis J. Yonkin, Esq.
Millville Mutual Insurance Company
215 State Street
P. O. Box 280
Millville, PA 17846



By: _____
James N. Bryant, Esq.
Attorney for Plaintiff

DATED: November 25, 2009