

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

INDIAN HARBOR INSURANCE COMPANY,	:	
	:	
	:	
Plaintiff,	:	CIVIL ACTION
	:	
v.	:	NO. 12-1506
	:	
F&M EQUIPMENT LTD., f/k/a FURNIVAL MACHINERY COMPANY,	:	
	:	
Defendant.	:	

ORDER

AND NOW, this __17th__ day of July, 2017, upon consideration of the following:

1. Indian Harbor Insurance Company’s Motion for Partial Summary Judgment (Doc. 62);
2. F&M Equipment, Ltd.’s Motion for Partial Summary Judgment (Doc. 64);
3. Indian Harbor Insurance Company’s Brief in Opposition to F&M Equipment Ltd’s Motion for Partial Summary Judgment (Doc. 65);
4. Counter-Plaintiff F&M Equipment Ltd’s Memorandum of Law in Opposition to [Counter-]Defendant’s Motion for [Partial] Summary Judgment (Doc. 66);
5. Counter-Plaintiff F&M Equipment, Ltd’s Reply Memorandum of Law in Support of its Motion for [Partial] Summary Judgment (Doc. 67); and
6. Indian Harbor Insurance Company’s Reply in Support of Motion for Partial Summary Judgment (Doc. 68);

IT IS HEREBY ORDERED AND DECREED as follows:¹

¹ This Order accompanies the Court’s Memorandum Opinion dated July 17, 2017.

1. Defendant F&M Equipment Ltd.'s Motion for Partial Summary Judgment (Doc. 64) is **GRANTED IN PART AND DENIED IN PART**. Defendant F&M Equipment Ltd.'s Motion for Partial Summary Judgment is **GRANTED** to the extent that it seeks to compel Indian Harbor to include some recognizable extension of the cancellation and nonrenewal terms contained in Endorsement No. 16 in Indian Harbor's renewal policy offer; but Defendant F&M Equipment Ltd.'s Motion for Partial Summary Judgment is **DENIED** to the extent that it seeks to compel Indian Harbor's inclusion of the identical language of Endorsement No. 16 in its renewal policy offer; and
2. Plaintiff Indian Harbor Insurance Company's Motion for Partial Summary Judgment (Doc. 62) is **DENIED**.

BY THE COURT:

/s/ Petrese B. Tucker

Hon. Petrese B. Tucker, C.J.