

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

LINDA BRANCA	:	
	:	CIVIL ACTION
Plaintiff	:	
	:	
v.	:	
	:	NO. 13-740
LIBERTY LIFE ASSURANCE CO. OF BOSTON	:	
Defendant.	:	

ORDER

AND NOW, this 3rd day of April, 2014, upon consideration of the Plaintiff Linda Branca's Motion for Summary Judgment (Docket No. 12), Defendant Liberty Life Assurance Company of Boston's Response in Opposition (Docket No. 20), Defendant's Motion for Summary Judgment (Docket No. 13), Plaintiff's Response in Opposition (Docket No. 19), it is hereby **ORDERED** that:

1. Defendant's Motion for Summary Judgment (Docket No. 13) is **DENIED** in its entirety.
2. Plaintiff's Motion for Summary Judgment (Docket No. 12) is **GRANTED IN PART AND DENIED IN PART** as follows:

- a. Plaintiff's Motion for Summary Judgment (Docket No. 12) is **GRANTED** as to liability and damages owed under the "Own Occupation" provision of the policy at issue, and Defendant shall pay to Plaintiff benefits owed under that provision for the period from March 13, 2011 through March 13, 2013.
- b. Plaintiff's Motion for Summary Judgment (Docket No. 12) is **DENIED** as to liability and damages owed under the "Any Occupation" provision of the policy at issue.

3. **JUDGMENT IS ENTERED**, in part, in favor of Plaintiff Linda Branca and against Defendant Liberty Life Assurance Company of Boston as to liability and Plaintiff's entitlement to benefits under the "Own Occupation" provision of the policy at issue.

4. The remainder of this case is **REMANDED** to Liberty Life Assurance Company of Boston for:

- a. consideration of the amount owed to Plaintiff; and
- b. determining whether Plaintiff is entitled to benefits under the "Any Occupation" provision of the policy at issue.

It is so **ORDERED**.

BY THE COURT:

s/ Ronald L. Buckwalter
RONALD L. BUCKWALTER, S.J.