

**NON-PRECEDENTIAL DECISION – SEE SUPERIOR COURT I.O.P. 65.37**

ADRIENNE GAIL KANTZ AND JOHN	:	IN THE SUPERIOR COURT OF
MARION KANTZ	:	PENNSYLVANIA
	:	
Appellants	:	
	:	
v.	:	
	:	
EVERETT CASH MUTUAL INSURANCE	:	
COMPANY	:	No. 806 MDA 2017

Appeal from the Judgment Entered April 19, 2017  
in the Court of Common Pleas of Tioga County  
Civil Division at No(s): 0754-CV-2015

BEFORE: OTT, DUBOW, and STRASSBURGER, J.\*

CONCURRNIG MEMORANDUM BY STRASSBURGER, J.: **FILED MAY 03, 2018**

I join the Majority memorandum holding that the trial court did not err in concluding that Adrienne and John Kantz did not have an enforceable insurance contract under these circumstances. That legal conclusion is in accordance with the law in Pennsylvania.

I write separately to point out that this legally-correct result is harsh. Adrienne Kantz sent a check to Everett for coverage during this time period, and she believed that the property was insured. However, either the Supreme Court or the Pennsylvania legislature would have to change the law to provide coverage under these circumstances.

\*Retired Senior Judge assigned to the Superior Court.