

# Rent-A-Roofer, Inc. v. Farm Bureau Property & Casualty

**Case Number**

S-14-0895

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May 26, 2015

**Court Number**

Lancaster

**Case Summary**

S-14-0895, Rent-A-Roofer, Inc. (Appellant) v. Farm Bureau Property & Casualty Ins. Co. (Appellee/Cross-Appellant)

Attorneys: Cynthia Lamm (Appellant) ' Gary Nedved (Keating, O'Gara, Nedved & Peter)

Civil: Breach of Contract

Proceedings Below: Summary judgment for the defendant

Issues: 1. The District Court erred in finding that no issue of material fact remained and Defendant was entitled summary judgment because that there was no factual dispute regarding whether Defendant was prejudiced by Plaintiffs failure to give notice until after Plaintiff's settlement. 2. The District Court erred in granting summary judgment because the Court failed to address the issue as to whether Defendant was obligated to pay the costs of Plaintiffs defense in the case brought by NRC under the Defendant's duty to defend under the relevant policy.

Cross-Appeal: 1. The District Court erred in failing to grant summary judgment to Farm Bureau on Farm Bureau's claim that it did not have to prove prejudice to avoid coverage under the voluntary payments provision of the insurance policy.

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