

OACTA Significant Case Victory Summary

***Arceneaux v. Farmers Insurance Exchange*, Cuyahoga Common Pleas No. CV-14-838019
November 1, 2017**

Ray C. Freudiger and David J. Oberly obtained summary judgment on behalf of national insurance carrier in breach of contract action involving dispute over extent of coverage entitled to be insured under homeowner's insurance contract venued in Cleveland, Ohio.

In that case, weather conditions caused the pipes in the insured's residence to freeze and fail, resulting in extensive property damage to the insured's dwelling. The insured made a claim under her homeowner's insurance contract for losses stemming from the incident, but refused to cooperate with the insurer or make any effort to resolve and settle her claim. The insured subsequently filed suit, alleging that the insurer breached the insurance contract. Ray and David moved for summary judgment, arguing that their insurance carrier client was entitled to judgment as a matter of law because the insurer not only fulfilled, but went beyond, all of its obligations under the contract, and because the insured failed to fully perform all of her obligations under the contract by: (1) failing to satisfy mandatory conditions precedent before suing the insurer; (2) materially breaching the contract's cooperation clause; and (3) failing to comply with the contract's replacement cost settlement provision pertaining to reimbursement for repairs to the residence. After oral argument, the Cuyahoga County Court of Common Pleas ruled in favor of Ray and David's client on the dispositive motion, granting summary judgment in favor of the insurer due to the inability of the insured to satisfy the breach and performance elements of the contract claim as a matter of law.



[Ray C. Freudiger Attorney Biography](#)



[David J. Oberly Attorney Biography](#)