

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT
JACKSON DIVISION

ABRAHAM AND BETTY MURPHY

PLAINTIFFS

V.

CIVIL ACTION NO. 3:08CV543DPJ-

NATIONWIDE INSURANCE COMPANY
AND JOHN DOES 1-10

DEFENDANTS

JCS

COMPLAINT
(JURY TRIAL DEMANDED)

COMES NOW the Plaintiffs herein, Abraham and Betty Murphy ("Plaintiffs"), by and through counsel, and files their "Complaint" against the Defendants, Nationwide Insurance Company ("Nationwide"), and John Does 1 through 10 ("John Does"), and allege as follows, to-wit:

1. Plaintiffs Abraham and Betty Murphy are adult resident citizens of the First Judicial District of Hinds County, Mississippi, residing at 5273 Andover Drive, Jackson, Mississippi 39209.
2. Defendant Nationwide Insurance Company ("Defendant Nationwide") is a corporation organized and existing under the laws of the State of Ohio, with its principal office and place of business located at One Nationwide Plaza, Columbus, Ohio, 43215, and which may be served with process by service on the Mississippi Insurance Commissioner, Post Office Box 79, Jackson, Mississippi, 39205-0079, pursuant to Mississippi Code Annotated §83-21-1.
3. Defendants John Does 1-10 are entities affiliated with Defendant and/or have acted in concert with Defendant and whose identities are currently unknown. All allegations and claims asserted herein against Defendants are incorporated herein by reference against John Does 1-10. Said John Does, when their identities are known, will be identified by name and joined in this

action, if necessary, pursuant to the *Federal Rules of Civil Procedure*.

SUBJECT MATTER AND PERSONAL JURISDICTION

4. This Court has jurisdiction over the subject matter and Defendant in this case pursuant to 28 U.S.C. §1332 because there is complete diversity of citizenship between Plaintiffs and Defendant Nationwide and the amount in controversy exceeds \$75,000.00.

VENUE

5. Venue in this cause is proper in this Court pursuant to 28 U.S.C. §1391, because this suit relates to real and personal property located exclusively in Hinds County, Mississippi and the conduct, acts and/or omissions upon which this cause of action is based occurred in Hinds County, Mississippi, which is completely within the United States District Court for the Southern District of Mississippi, Southern Division. Plaintiff's received any and all written information from Defendant Nationwide at their current residence located Jackson, Mississippi that was insured by Defendant Nationwide prior to Hurricane Katrina that occurred in August 2005.

FACTS

6. Plaintiffs have owned their home on Andover Drive for a number of years and at all material times were insured through Nationwide Insurance on their home in Jackson, Mississippi.

7. In conjunction with their residence, Plaintiffs purchased from Nationwide a standard homeowner's policy, policy number **6323MP607570** ("subject policy"), naming Abraham and Betty Murphy as the insured. The subject policy insured: the Dwelling at 5273 Andover Drive, Jackson, Mississippi 39209; other structures; the personal property located in the home and additional living expenses. The operative policy period was from November 13, 2004 to November 13, 2005. A copy of the subject policy is attached as Exhibit "A" to this Complaint and

incorporated herein by reference.

8. The subject policy was underwritten, marketed, sold, and issued to Plaintiffs by Nationwide, who acted by, through, and/or in conjunction with its designated agent Edward Cris Rawson, Ste. G, 321 Hwy 51, Ridgeland, Mississippi.

9. For such coverage, Plaintiffs agreed and paid Nationwide an annual premium of \$693.00.

10. Plaintiffs purchased the subject policy from Nationwide for one if the express and primary purposes of insurance against any property damage that could possibly result from **wind damage** including any and all damage proximately caused by hurricane wind and rain that comes from hurricanes, such as Hurricane Katrina.

11. Plaintiffs could have made the necessary repairs to their home following Hurricane Katrina, without having to use their own funds had Defendant Nationwide **timely paid** their claim as obligated under the policy of insurance on the subject property. Plaintiffs were treated from the submitting of their claim following Hurricane Katrina in an unfair manner as the claim could have been adjusted and resolved on the first visit by Nationwide's adjuster that inspected the home.

12. Furthermore, Plaintiffs trusted and relied upon Nationwide and Nationwide's agent's representations that their coverage would cover any damage caused by hurricane winds. Plaintiffs had no other coverage on the subject property at the time of Hurricane Katrina.

13. On August 29, 2005, within the subject policy period, the insured residence and personal contents therein were damaged by hurricane wind and rain from Hurricane Katrina, a Category (4) hurricane with winds in excess of 150 miles per hour. This loss was covered under the subject policy and should have been timely investigated and timely paid by Defendant Nationwide

along with their living expenses that would have provided them with “emergency funds” to protect their home and residence from the winds of Hurricane Katrina.

14. Almost immediately thereafter, and in accordance with the subject policy provisions, Plaintiffs notified Nationwide of the covered loss.

15. Plaintiffs were told that an adjuster would inspect the damage and adjust the claim following their loss from Hurricane Katrina.

16. On or about **August 15, 2006**, Defendant Nationwide by letter denied the claim of Plaintiffs following Hurricane Katrina. Defendants’ adjuster told Plaintiffs that the claim was being denied and that the claimed damage was **not covered** by the Nationwide Policy.

17. Furthermore, after **canceling their policy and coverage** on their home, Defendant Nationwide **withdrew money** from the banking account of Plaintiffs after their policy was cancelled in September 2007, for a premium payment. This action as well as the unlawful denial of their claims shows a lack of concern or regards towards Plaintiffs and an intent to “punish” the Plaintiffs in this action and to deter them from making this “bad faith “ claim.

18. Plaintiffs would show that they continuously contacted Defendant after Hurricane Katrina in order to obtain payment of their covered claim; and that Plaintiffs were in immediate need of the payment of any and all benefits, without delay, provided under the subject policy.

19. During this time period while Nationwide was failing to investigate and failing to pay a valid Hurricane Katrina claim, Plaintiffs were in need of the payment for their covered claim.

20. Plaintiffs would show that from August 29, 2005 that Defendant Nationwide failed and refused to fully investigate and pay proceeds that Plaintiff’s were entitled to receive under the subject policy; and they were denied other benefits under their Nationwide policy.

21. The claim of Plaintiffs was pending for almost a year before the formal denial of their claim for a covered loss. Plaintiffs gave the Defendant Nationwide numerous opportunities to resolve and adjust the claims, all to no avail.

22. Defendant Nationwide engaged in acts of deception, delay and failed to timely process the claim of Plaintiffs after the issue of liability was "crystal clear." Defendant Nationwide and its representatives engaged in acts of "bad faith" in the handling of this claim as well as other similar claims; and Defendant Nationwide has used its financial wealth to prevent homeowners, such as Plaintiffs, from receiving their insurance proceeds. This conduct has shown to be a "pattern and practice" that has resulted in the delay in processing and even failing to pay claims that should have been timely investigated and paid following Hurricane Katrina in August, 2005. Furthermore, numerous Mississippi homeowners that were an insured of Nationwide were denied benefits as provided under their policy of insurance resulting in numerous lawsuits being filed for homeowners and residents of Mississippi.

23. Further, Nationwide's claim position directly contradicts Mississippi's insurance law in existence for the last forty (40) years, which mandates full insurance coverage if the hurricane winds were the proximate cause of the loss. In the case of the Plaintiffs, it is undisputed that their residence and property would not have been damaged but for the hurricane winds of Hurricane Katrina, that caused the most devastation in the history of the United States.

24. Plaintiffs' insured residence was damaged by "hurricane winds" proximately caused by Hurricane Katrina; and all claims should have been paid as a covered loss under the Nationwide Policy.

25. Plaintiffs are entitled to full coverage under the subject policy for the damage caused

by Hurricane Katrina, injunctive relief, specific performance of the Contract, indemnity, unjust enrichment, reformation and other such equitable relief to which they may be entitled as a result the acts and conduct of Defendant Nationwide; and actual, compensatory and punitive damages for the violations of the claims handling process for failing to timely pay their claim, failing to conduct a full, fair, thorough and timely investigation of Plaintiff's claim as a result of Hurricane Katrina; and failing and refusing to provide a reasonable explanation of the basis relied upon in the denial of said claim; and the engaging in unfair settlement practices that has resulted in similar claims as a result of Hurricane Katrina that devastated the Mississippi Gulf Coast and portions of Alabama and Louisiana in August 2005.

COUNT ONE:

DECLARATION OF INSURANCE COVERAGE

26. Plaintiffs hereby incorporate and adopt by reference each and every allegations set forth in the paragraphs of the Complaint.

27. Plaintiffs seek a Declaratory Judgment pursuant to Federal Rules of Civil Procedure 57 for the purposes of determining a question of actual controversy between the parties concerning their rights, obligations, and coverage under the subject policy.

28. Plaintiffs are entitled to full insurance coverage under the subject policy for all damage to insured property and loss of use caused by Hurricane Katrina.

29. Plaintiffs therefore seek a declaration that the subject policy provides full insurance coverage for all damage to their insured residence, property, and loss of use caused by Hurricane Katrina.

COUNT TWO:

INJUNCTION/EQUITABLE ESTOPPEL

30. Plaintiffs hereby incorporate and adopt by reference each and every allegations set forth in the paragraphs of the Complaint.

31. Nationwide and its agents represented to Plaintiffs both before and after the hurricane that they would have full insurance coverage for any and all property damage and loss of use proximately caused by a hurricane.

32. Hurricane Katrina damaged Plaintiffs' insured residence and property.

33. Nationwide's position that the subject policy has provisions that **exclude** insurance coverage for the damage to Plaintiffs' insured residence; and this argument is without merit and is being used and has been used by Defendant Nationwide to wrongfully deny benefits that Plaintiffs should have received as a result of Hurricane Katrina.

34. Therefore, Plaintiffs respectfully seek a preliminary and/or permanent injunction enjoining Nationwide from refusing to pay the full amount of the Plaintiffs' property damage, loss of contents, and loss of use under the subject homeowner's policy.

35. Nationwide should also be equitable estopped from utilizing **any** exclusion to deny plaintiffs' insurance coverage for their insured residence and property under the subject policy. Defendant Nationwide has engaged in a pattern and practice of denying claims of the Plaintiffs that that attached hereto as Exhibit "B" is the final letter from Nationwide providing notice of their cancelled homeowner's policy by Defendant Nationwide in September 2007 as a retaliation for their Katrina claim that was denied by Nationwide.

COUNT THREE:

SPECIFIC PERFORMANCE OF INSURANCE CONTRACT

36. Plaintiffs hereby incorporate and adopt by reference each and every allegations set forth in the paragraphs of the Complaint.

37. Nationwide entered into the subject contract of insurance with the Plaintiffs wherein it clearly and expressly agreed to provide insurance coverage for physical loss to property and loss of use proximately and efficiently caused by a hurricane. Plaintiffs, in turn, paid Nationwide a substantial premium in consideration for the agreed upon coverage.

38. Plaintiffs have now suffered loss to their residence and property as a proximate and direct result of Hurricane Katrina.

39. Plaintiffs have performed their end of the bargain and are accordingly now entitled to **Specific Performance** of their subject insurance contract. The Court should therefore require Nationwide to specifically perform such agreement.

COUNT FOUR:

INDEMNITY

40. Plaintiffs hereby incorporate and adopt by reference each and every allegations set forth in the paragraphs of the Complaint.

41. Nationwide is obligated under the subject policy and by it and its agents' express representations to provide full insurance coverage to Plaintiffs for all damage to the insured residence, property, and loss of use caused by Hurricane Katrina.

42. However, Nationwide has denied Plaintiffs' insurance coverage and has refused to pay them for their covered loss.

43. As a direct and proximate result of Nationwide's denial, Plaintiffs have been and will continue to be forced to pay money out of their own pockets for their loss sustained to the insured residence.

44. The money that Plaintiffs are now obligated to pay is money that Nationwide in all fairness and equity **should pay** under the subject policy. Plaintiffs are therefore entitled to indemnity from Nationwide for all sums they have expended and will be required to expend, as well as debt they will be required to incur in order to repair, refurbish, and/or replace their insured residence and property.

COUNT FIVE:

UNJUST ENRICHMENT/CONSTRUCTIVE TRUST

45. Plaintiffs hereby incorporate and adopt by reference each and every allegations set forth in the paragraphs of the Complaint.

46. In marketing, selling, and issuing the subject policy to Plaintiffs, Nationwide and its agents represented and agreed to obtain and provide Plaintiffs with full hurricane coverage for all property damage and loss caused by a hurricane, including damage proximately caused by hurricane winds.

47. After the hurricane, Nationwide again represented to Plaintiffs that their hurricane damage would be covered under the subject policy but no benefits were paid for all covered claims, which is now almost three (3) years after their loss sustained by Hurricane Katrina.

48. However, despite realizing substantial premium for Plaintiffs, Nationwide withheld the insurance proceeds owed to Plaintiffs for the hurricane damage to their insured property and has failed and refused to pay said claim.

49. In addition, Nationwide has wrongfully realized insurance premiums and withheld insurance proceeds that Plaintiffs were and are entitled to receive for their covered loss.

50. Nationwide has therefore been unjustly enriched at Plaintiffs' expense. Plaintiff have suffered injury as a proximate result of Nationwide's unjust enrichment. As a proximate result of Nationwide's false and fraudulent representations and refusal to provide full insurance coverage under the subject policy for the damage to Plaintiffs' insured residence and property caused by Hurricane Katrina, Nationwide is in possession of premiums, insurance proceeds, and other monies that it in equity and in good conscience should not be entitled to retain.

51. Plaintiffs are therefore entitled to damages resulting from Nationwide's unjust enrichment, including the imposition of a Constructive Trust on all premiums Plaintiffs paid to Nationwide and on the insurance proceeds wrongfully held by Nationwide under their subject homeowner's policy.

COUNT SEVEN:

FRAUD AGAINST NATIONWIDE

52. Plaintiffs hereby incorporate and adopt by reference each and every allegations set forth in the paragraphs of the Complaint.

53. In marketing, selling, and issuing the subject policy, Nationwide and its agent represented to Plaintiffs that it would provide full and comprehensive coverage for any and all property damage that could be caused by a hurricane, including damage proximately caused by hurricane wind and storm surge damages proximately caused by hurricanes.

54. After Hurricane Katrina substantially damaged Plaintiffs' residence and property, Nationwide again represented to Plaintiffs that the subject policy would provide coverage for all

property loss caused by Hurricane Katrina.

55. However, despite these representations, Nationwide fraudulently and intentionally failed to provide full and comprehensive coverage for the property damage caused by Hurricane Katrina.

56. Said representations made by Nationwide, which were intended to induce reliance on the part of the Plaintiffs, were false, misleading, and deceptive, and were made with knowledge of the falsity of the representations or with reckless disregard of their untruthfulness.

57. Plaintiffs detrimentally relied on Nationwide's fraudulent misrepresentations. Plaintiffs agreed to purchase the subject policy in reasonable and justifiable reliance that the subject policy would provide full and comprehensive coverage.

58. Plaintiffs' detrimental reliance on Nationwide's fraudulent misrepresentations proximately caused them damage. Had Nationwide or its agent advised Plaintiffs that it would not provide full and comprehensive coverage for all hurricane damage, Plaintiffs would have purchased additional insurance to cover such loss.

59. Plaintiffs therefore seek reformation of the subject policy based on Nationwide's fraudulent representations. Plaintiffs do not seek, and expressly disavow, any claim for money damages as a result of Nationwide's fraud.

COUNT EIGHT:

BAD FAITH/FAILURE TO INVESTIGATE/FAILURE TO TIMELY PAY CLAIM

60. Plaintiffs hereby incorporate and adopt by reference each and every allegations set forth in the paragraphs of the Complaint.

61. Nationwide unreasonably and in bad faith withheld payment for the claim of

Plaintiffs in this action in a timely manner. Nationwide made a total of two (2) inspections in 2005 and failed to timely pay this claim from Hurricane Katrina; and further failed to pay a covered claim under the subject policy, despite having an expert render an opinion that the losses of Plaintiffs were covered under the subject policy. Defendant Nationwide failed to timely pay the covered losses and further engaged in acts of "bad faith" that has caused Plaintiffs to suffer injury, damage and loss; and entitling them to actual, compensatory and punitive damages from the Defendant.

62. Nationwide unreasonably and in "bad faith" denied payment to Plaintiffs monies due under their policy without fully investigating the grounds for their denial.

63. Nationwide acted unreasonably or without proper cause in not paying the claim of the Plaintiffs. Nationwide acted unreasonably in denying the claim on August 2006 and failing to pay any monies to Plaintiffs when Nationwide knew that it owed a duty to protect the interest of its insured's such as the Plaintiffs; and that Nationwide failed to fully inquire into possible basis that might support its insured's claim. As a result of Nationwide's failure to timely pay the claim of Plaintiff was without cause; and caused the Plaintiffs to have to pay for damage to the roof, closet and hallway of their home. Defendant Nationwide at all material times knew that Plaintiffs were relying on Nationwide to pay this valid claim to repair their home and property.

COUNT NINE:

64. Plaintiffs hereby incorporate and adopt by reference each and every allegations set forth in the paragraphs of the Complaint.

65. Defendant Nationwide acted by and through its agents and employees including, but not limited to, their agent, in a outrageous manner and that these acts and conduct were

beyond that reasonably anticipated under comparable circumstances and caused Plaintiffs to sustain severe mental anguish and emotional distress and the resulting damages which have affected them mentally, psychologically, and physically and for which she is entitled to recover, jointly and severally, of, from, and against Defendant.

66. The outrageous acts and conduct, bad faith and breach of the duty of good faith and fair dealing; and tortuous breach of their insurance contract of Defendants was beyond what a reasonable person could be expected to endure, in light of the circumstances surrounding the allegations made herein, and, as a result thereof, Plaintiffs have suffered damages including, but not limited to, the following: financial loss, pain, suffering, physical and emotional distress, loss of income, and additional damages in the form of interest payments on funds used to make the repairs to the Plaintiff's home and property insured by Defendant Nationwide.

COUNT TEN:

PUNITIVE DAMAGES

67. Plaintiffs hereby incorporate and adopt by reference each and every allegations set forth in the paragraphs of the Complaint.

68. The acts and conduct of Defendants were done in such willful and wanton disregard for the rights of Plaintiffs and Plaintiffs treatment was engaged in by the Defendants with such deliberate indifference that Plaintiffs are entitle to recover of, from, and against the Defendants punitive damages for this conduct that consisted of, inter alia, improper claims handling, wrongful denial of insurance proceeds, wrongful delay in paying a valid claim at time when the Defendants knew that policy proceeds were owed and engaged in "bad faith" and also engaged in a "pattern and practice" that has resulted in many homeowners that were an insured at

the time of the devastation as a result of Hurricane Katrina from receiving policy benefits.

COUNT ELEVEN:

RELIEF -ACTUAL, COMPENSATORY AND PUNITIVE DAMAGES

69. Award actual and compensatory damages in the amount of One Million Dollars (\$1, 000, 00.00);
- A. Award punitive damages in the amount of One Hundred and fifty Million Dollars (\$150,000,000.00);
- B. Award any and all costs, including expert fees, attorney's fees, and court costs, occurred herein; and
- C. Award all such other relief as may be necessary and to which she is otherwise entitled under law.

COUNT TWELVE:

REMEDIES AND PRAYER FOR RELIEF

70. Plaintiffs hereby incorporate and adopt by reference each and every allegations set forth in the paragraphs of the Complaint.

71. Plaintiffs are entitled to full insurance coverage under the subject policy for the damage to the insured residence and property caused by Hurricane Katrina and other such equitable relief set forth in the Complaint, but not limited to:

- A. A Declaration by this Court that the subject policy provides full insurance coverage for the damage caused by Hurricane Katrina to Plaintiffs' insured residence and contents, as well as loss of use and **additional living expenses**;
- B. A Declaration by this Court that any damage to Plaintiffs' insured residence and

- property caused by Hurricane Katrina is not excluded under the subject policy;
- C. A Declaration by this Court that the subject policy's "flood" exclusion is not applicable and ambiguous;
 - D. An Injunction enjoining and/or equitable estopping Nationwide from denying coverage for damage to Plaintiffs' insured residence and property caused by Hurricane Katrina any such term as "storm surge" or "flooding" that would result in the denial of the claim of Plaintiffs;
 - E. An Injunction enjoining and/or estopping Nationwide from utilizing the "Flood" exclusion to exclude coverage for damage to Plaintiffs' insured residence and property;
 - F. Specific Performance of the subject policy;
 - G. Indemnity;
 - H. A Constructive Trust on insurance proceeds owed to Plaintiffs for the hurricane damage to their insured residence and property wrongfully held by Nationwide and insurance premiums paid by Plaintiffs for coverage under the subject policy;
 - I. Reformation of the subject policy to reflect and embody the parties true intentions concerning insurance coverage based on Nationwide's inequitable conduct, equitable fraud, and fraud;
 - J. Attorneys' fees and expenses;
 - K. Court costs and expenses, including expert fees;
 - L. Prejudgment and Post-Judgment interests;
 - M. Award actual and compensatory damages in the amount of Five Million Dollars

(\$5,000,00.00)

- N. Award punitive damages in the amount of One Hundred and Fifty Million Dollars (\$150,000,000.00);
- O. Any and all other equitable relief deemed appropriate by the Court; and
- P. Award all such other relief as may be necessary and to which she is otherwise entitled under law.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully request this upon a trial of this cause, judgment will be entered against the Defendant for all full insurance coverage for the damage to the Plaintiffs' insured residence and property caused by Hurricane Katrina, an injunction, specific performance of the subject property, and other such equitable remedies and relief prayed for herein including but not limited to actual, compensatory and punitive damages against the Defendants as set forth in this their "Complaint" being filed in this action..

RESPECTFULLY SUBMITTED, this the 29th day of August, 2008.

**ABRAHAM MURPHY AND
BETTY MURPHY, PLAINTIFFS**

BY: /s/ John M. Mooney, Jr.
**JOHN M. MOONEY, JR.
THEIR ATTORNEY**

JOHN M. MOONEY, JR.
Law Offices of John M. Mooney, Jr. PLLC
3320 North State Street
Post Office Box 55767
Jackson, Mississippi 39296
Telephone: (601) 981-9555
MSB No.: 3431
ATTORNEY FOR PLAINTIFFS

REQUEST FOR TRIAL BY JURY

COMES NOW the Plaintiffs, **Abraham and Betty Murphy**, by and through counsel, and respectfully requests this Court to grant them a trial by jury of their peers.

RESPECTFULLY SUBMITTED, this the 29th day of August, 2008.

BY: /s/ John M. Mooney, Jr.
JOHN M. MOONEY, JR.

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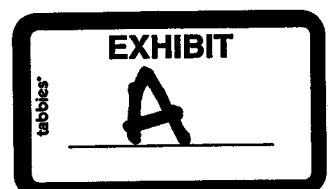
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**Nationwide Insurance
PRIVACY STATEMENT**

Nationwide values you as a customer and respects your right to privacy. We know that you purchase our products and services because you trust that we will stand behind our promises. We pledge our commitment to treat your information responsibly. We created this privacy policy to show you that we are working hard to protect your privacy.

How do we protect the confidentiality and security of your information?

We use physical and technical safeguards to protect your information. We restrict access to your information to those who need it to perform their jobs. Third party business partners are bound by law to use the information only for our purposes. They may not disclose it or use it in any other way. We comply with all data security laws.

What personal information do we collect about you?

We collect personal information about you from different sources.

We collect information you send us on applications and forms.

We collect information from your transactions with our sister companies, others, or us.

We may collect information from a consumer reporting agency or a medical provider. This collection depends on the product or service you request.

What categories of information do we disclose and to whom?

We do not sell your information to anyone. We may disclose this information to a business that carries out services and marketing for us. We may disclose your information as required or permitted by law. We may disclose your information for a legal or regulatory purpose. These include the following types of information:

- We may disclose information we receive from you on applications or other forms. This may include your name, address, beneficiaries, Social Security number and family member information. This may also include assets, income, and the property address and value.
- We may disclose information from your transactions with our sister companies, or us. This may include your account balance, policy coverage and payment history. This may also include premium paid, preferences, claims, and purchase method.
- We may disclose information we receive from a consumer-reporting agency or other report. This may include your credit report, motor vehicle and driver data. This may also include medical and employment data, loss history reports, and other driver data. This disclosure depends on the products you select.
- We may disclose information to companies that perform marketing services on our behalf. As permitted by law, we may disclose some information to other financial institutions with which we have joint marketing agreements.

We do not sell your personal information. We do not share it, except for the reasons described above. Therefore, there is no need for an opt-out process at Nationwide.

Is your medical information confidential?

We sometimes must collect medical information to provide you a product or to pay a claim. We do not use or share it, internally or externally, for any purpose except the following:

- underwriting insurance;
- administering your policy, account, or claim;
- as required or permitted by law; or
- as otherwise authorized by you.



Questions?

We value our customers and want you to understand how we use the information we collect. Please contact us if you have any questions about our privacy policy.

We will provide you a copy of your personal information that we control and can reasonably retrieve. To access your information, you must provide the following:

1. All policy numbers you want to access.
2. Please sign your request and have your signature notarized. This ensures the identity of the person requesting the information.
3. We do not currently charge a fee to cover the cost of providing you with a copy of this information. However, we do reserve the right to charge a small fee in the future.
4. You may request that we correct your personal information in our files. Please note that we do not control information provided by third parties. So, you will need to contact the third party to correct any information from them.
5. Sometimes we obtain your consumer or credit report. If so, you may request the credit-reporting agency's name and address. You may ask the agency to give you a copy of your report.

Please submit any inquiries to us at:

*Nationwide Insurance
P. O. Box 182524
Columbus, OH 43218-2524*

Please include, in all correspondence, your name, current address, policy number, and agent name and number, if known. For changes to information that we control, such as your name and address, please contact your agent. You may also use the phone number on your policy packet to contact your Nationwide Service Center.

This privacy statement describes our privacy practices for both current and former customers. We will provide one copy of this notice to joint policy or contract holders; please share this information with everyone covered by your policy or contract. If you request, we will send more copies of this statement.

**Thank you for choosing Nationwide.
We look forward to building a lifetime relationship with you.**

**Nationwide Mutual Insurance Company
Nationwide Mutual Fire Insurance Company
Nationwide Property and Casualty Insurance Company
Nationwide General Insurance Company
Nationwide Insurance Company of America
Nationwide Affinity Insurance Company of America
Nationwide Insurance Company of Florida
Nationwide Lloyds
Colonial County Mutual Insurance Company
Nationwide Assurance Company**



**Nationwide Insurance
PRIVACY STATEMENT**

Nationwide values you as a customer and respects your right to privacy. We know that you purchase our products and services because you trust that we will stand behind our promises. We pledge our commitment to treat your information responsibly. We created this privacy policy to show you that we are working hard to protect your privacy.

How do we protect the confidentiality and security of your information?

We use physical and technical safeguards to protect your information. We restrict access to your information to those who need it to perform their jobs. Third party business partners are bound by law to use the information only for our purposes. They may not disclose it or use it in any other way. We comply with all data security laws.

What personal information do we collect about you?

We collect personal information about you from different sources.

We collect information you send us on applications and forms.

We collect information from your transactions with our sister companies, others, or us.

We may collect information from a consumer reporting agency or a medical provider. This collection depends on the product or service you request.

What categories of information do we disclose and to whom?

We do not sell your information to anyone. We may disclose this information to a business that carries out services and marketing for us. We may disclose your information as required or permitted by law. We may disclose your information for a legal or regulatory purpose. These include the following types of information:

- We may disclose information we receive from you on applications or other forms. This may include your name, address, beneficiaries, Social Security number and family member information. This may also include assets, income, and the property address and value.
- We may disclose information from your transactions with our sister companies, or us. This may include your account balance, policy coverage and payment history. This may also include premium paid, preferences, claims, and purchase method.
- We may disclose information we receive from a consumer-reporting agency or other report. This may include your credit report, motor vehicle and driver data. This may also include medical and employment data, loss history reports, and other driver data. This disclosure depends on the products you select.
- We may disclose information to companies that perform marketing services on our behalf. As permitted by law, we may disclose some information to other financial institutions with which we have joint marketing agreements.

We do not sell your personal information. We do not share it, except for the reasons described above. Therefore, there is no need for an opt-out process at Nationwide.

Is your medical information confidential?

We sometimes must collect medical information to provide you a product or to pay a claim. We do not use or share it, internally or externally, for any purpose except the following:

- underwriting insurance;
- administering your policy, account, or claim;
- as required or permitted by law; or
- as otherwise authorized by you.



Questions?

We value our customers and want you to understand how we use the information we collect. Please contact us if you have any questions about our privacy policy.

We will provide you a copy of your personal information that we control and can reasonably retrieve. To access your information, you must provide the following:

1. All policy numbers you want to access.
2. Please sign your request and have your signature notarized. This ensures the identity of the person requesting the information.
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**Thank you for choosing Nationwide.
We look forward to building a lifetime relationship with you.**

**Nationwide Mutual Insurance Company
Nationwide Mutual Fire Insurance Company
Nationwide Property and Casualty Insurance Company
Nationwide General Insurance Company
Nationwide Insurance Company of America
Nationwide Affinity Insurance Company of America
Nationwide Insurance Company of Florida
Nationwide Lloyds
Colonial County Mutual Insurance Company
Nationwide Assurance Company**



Nationwide Insurance PRIVACY STATEMENT

We value you as a customer and respect your right to privacy. We know that you purchase our products and services because you trust that we stand behind our promises. We pledge our commitment to treat your information responsibly, and we created this privacy policy to show you that we are working hard to protect your privacy.

Confidentiality and security

We use physical and technical safeguards to protect your information. We restrict access to your information to those who need it to perform their jobs. Third-party business partners are bound by law to use the information only for our purposes. They may not disclose it or use it in any other way. We comply with all data security laws.

Collecting your personal information

We collect personal information about you from different sources. For example, we collect information you send us on applications and forms. We collect information from your transactions with our sister companies, others, or us. We may collect information from a consumer-reporting agency, demographic firm, or medical provider. This collection depends on the product or service you request.

Sharing your personal information

We do not sell your information to anyone. We may share this information with a business that carries out services and marketing for us. We may share your information as required or permitted by law. We may share your information for a legal or regulatory purpose or to combat fraud. This sharing depends on the products you select. These include the following types of information:

- We may share information we receive from you on applications or other forms. This may include your name, address, beneficiaries, Social Security number and family member information. This may also include assets, income, and the property address and value.
- We may share information from your transactions with our sister companies, or us. This may include your account balance, policy coverage, and payment history. This may also include premium paid, preferences, claims, and purchase method.
- We may share information we receive from a consumer-reporting agency or other report. This may include your credit report, motor vehicle and driver data. This may also include medical and employment data, loss history reports, and other driver data.
- We may share information with companies that perform marketing services on our behalf. As permitted by law, we may disclose some information to other financial institutions with which we have joint marketing agreements, and we may disclose some information to sister companies to cross-market.

Information sharing and opt out

We sent you this privacy statement because you purchased a financial or insurance product from an agent that allows us to share your information with other Nationwide Companies to cross-market our other products that might interest you. We may have joint-marketing agreements with other third-party business partners. We may share your information with these third parties. You can ask us not to share your information for marketing purposes with other Nationwide Companies, other third parties, or both. If you choose to do so, please call us toll free at 1-866-280-1809. If you have already opted out, you do not need to do so again.

We will not share the personal information of Vermont customers with any Nationwide affiliates or third-party companies for marketing purposes without your consent.

Using your medical information

Sometimes, we must collect medical information to provide you a product or to pay a claim. We do not use or share your medical information for any marketing purpose unless we receive your permission. We use medical information when:

- Underwriting insurance;



- Servicing your policy, account, or claim;
- As required or permitted by law
- At your request and with your authorization

Questions

We value our customers and want you to understand how we use the information we collect. Please contact us if you have any questions about our privacy policy. We will provide you a copy of your personal information that we control and can reasonably retrieve. To access your information, you must provide the following:

1. All policy numbers you want to access.
2. Please sign your request and have your signature notarized. This helps us ensure the identity of the person requesting the information.

We do not currently charge a fee to cover the cost of providing you with a copy of this information. However, we reserve the right to charge a small fee in the future. You may request that we correct your personal information in our files. Please note that we do not control information provided by third parties. So, you will need to contact the third party to correct any information from them. Sometimes we obtain your consumer or credit report. If so, you may request the credit-reporting agency's name and address. You may ask the agency to give you a copy of your report.

Please send privacy inquiries to:

Nationwide Insurance
 Attention Customer Relations- Privacy
 One Nationwide Plaza, 1-5-28
 Columbus, OH 43215

When you write to us, please include your name, address, and policy number, and your agent name and number, if you know it. You can contact your agent to change information that we control, such as your address. Or, you may contact your Nationwide Service Center. The phone number is in your policy packet. This privacy statement describes our privacy practices for both current and former customers. We will provide one copy of this notice to joint policy or contract holders. Please share this information with everyone covered by your policy or contract. If you request, we will send more copies of this statement.

Thank you for choosing us. *Nationwide Is On Your Side.*

This privacy statement is made on behalf of Nationwide Mutual Insurance Company and its affiliates and subsidiaries, which include the companies that offer auto, home, property, life insurance, banking services and investments. This includes the following companies:

- Nationwide Mutual Insurance Company**
- Nationwide Mutual Fire Insurance Company**
- Nationwide Property and Casualty Insurance Company**
- Nationwide General Insurance Company**
- Nationwide Insurance Company of America**
- Nationwide Affinity Insurance Company of America**
- Nationwide Insurance Company of Florida**
- Nationwide Lloyds**
- Colonial County Mutual Insurance Company**
- Nationwide Assurance Company**
- Nationwide Securities, Inc.**



7. property in an apartment regularly rented or held for rental to others by an **insured**.
8. property rented or held for rental to others away from the **residence premises**.
9. **business** property away from the **residence premises**.

COVERAGE D – LOSS OF USE

We cover, subject to the coverage limit which is the total limit, all of the following:

1. **Additional Living Expense.** If a covered loss requires **you** to leave the **residence premises**, we will pay the required increase in living expenses **you** incur to maintain **your** normal standard of living. Payment will be for the shortest time required to repair or replace the premises; or, if **you** permanently relocate, for the shortest time required for **your** household to settle elsewhere. Payment will not exceed the limit of liability shown on the Declarations or 12 months, whichever occurs first. This period of time is not limited by the end of the policy period; and
2. **Fair Rental Value.** If a loss covered under this section requires occupants to leave that part of the **residence premises** rented to others or held for rental, we will pay its fair rental value. Payment will be for the shortest time required to repair or replace this part of the premises. This does not include expense that does not continue while the part of the **residence premises** is uninhabitable. Payment will not exceed the limit of liability shown on the Declarations or 12 months, whichever occurs first. This period of time is not limited by the end of the policy period; and
3. **Prohibited Use.** If a civil authority prohibits **your** use of the **residence premises** because of direct damage to neighboring premises by a peril insured against in this policy, we will pay the resulting loss, for up to two weeks while use is prohibited, for:
 - a) Additional Living Expense; and
 - b) Fair Rental Value.

We do not cover loss or expense due to cancellation of a lease or agreement.

This coverage does not apply to an **insured's business**, whether conducted on or off any **insured location**.

No deductible applies to this coverage.

Additional Property Coverages

These additional property coverages are subject to the policy deductible except as noted. In no event will the deductible be applied more than once to any one loss.

1. **Debris Removal.** We will pay reasonable expense **you** incur removing debris of covered property, if the peril causing the loss is covered. This includes debris of trees that cause damage to covered property or covered structures, or that obstruct access to covered structures if such access is necessary to repair or replace the structure. We will pay only to move away from, or off of, covered property or covered structures, the debris of trees that cause damage to covered property or restrict access. An additional five (5) percent of the limit of liability for the damaged property will be available when the amount payable for the property loss plus the debris removal expense exceeds the limit of liability.
2. **Live Tree Debris Removal.** In the event of a loss, we will also pay the reasonable expense **you** incur for the removal of live tree debris from the **residence premises**, that does not cause damage to covered property or covered structures. The most we will pay is \$500, regardless of the number of trees requiring removal, for any one loss. Loss must be the result of a Coverage C Perils Insured Against. This is an additional amount of coverage.



3. **Reasonable Repairs.** We will pay reasonable cost you incur for necessary repairs made solely to protect covered property from further damage, if the peril causing the loss is covered. This expense is included in the limit of liability applying to the damaged property.
4. **Trees, Shrubs, Plants, and Lawns.** We cover trees, shrubs, plants, or lawns on the **residence premises** for loss caused by the following perils: fire and lightning; explosion; riot and civil commotion; **aircraft**; vehicles not owned or operated by a resident of the **residence premises**; vandalism or malicious mischief; collapse of a building; or, theft. Liability is limited to five (5) percent of the Coverage A limit of liability for all trees, shrubs, plants and lawns. It is limited to \$500 for one tree, shrub or plant. This coverage may increase the limit of liability.
We do not cover property grown for **business** purposes.
5. **Fire Department Service Charge.** We will pay up to the amount stated on the Declarations for **your** liability under contract or agreement for customary fire department charges. This applies when the charges result from the fire department being called to save or protect covered property from a covered peril. No deductible applies to this coverage.
6. **Property Removed.** Covered property removed from a premises because it is in danger from a covered peril is covered for direct loss from any cause. The property is covered while being removed and for 30 days while removed. After 30 days the property is covered for direct loss from a peril insured against. This does not change the coverage limit.
7. **Credit Card, Electronic Fund Transfer Card, Access Device and Forgery Coverage.** We will pay up to the amount stated on the Declarations for:
 - a) the legal obligation of an **insured** to pay theft or unauthorized use of credit cards (including Electronic Fund Transfer Cards or Access Devices) issued to or registered in an **insured's** name. However, **we** do not cover use by a resident of **your** household, a person entrusted with the credit card (Electronic Fund Transfer Card or Access Device), or any person if an **insured** has not complied with all terms and conditions under which the credit card (Electronic Fund Transfer Card or Access Device) is issued.
 - b) loss to an **insured** caused by forgery or alteration of a check or negotiable instrument.
 - c) loss to an **insured** through good faith acceptance of counterfeit United States or Canadian paper currency.

All losses resulting from a series of acts committed by any one person or groups of persons or in which any one person or groups of persons is concerned or implicated is considered one loss. This is regardless of the period of time over which the acts occur.

We do not cover loss arising out of the **business** pursuits, or dishonesty of an **insured**.

We do not cover loss arising out of identity theft or identity fraud including a covered act as outlined in subsections a), b), or c) of this section.

No deductible applies to this coverage.

We may make any investigation and settle any claim or suit as we decide is appropriate. Our obligation to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.

If a claim is made or a suit is brought against an **insured** for liability under the Credit Card, Electronic Fund Transfer Card, Access Device and Forgery Coverage, we will provide defense at our expense by counsel of our choice.

We may defend at our expense an **insured** or an **insured's** bank against a suit for the enforcement of payment under the forgery coverage.

Our duty to defend does not apply to identity theft or identity fraud.

Property Exclusions

(Section I)

1. We do not cover loss to any property resulting directly or indirectly from any of the following. Such a loss is excluded even if another peril or event contributed concurrently or in any sequence to cause the loss.

a) Earth Movement and Volcanic Eruption. Earth movement means: earth movement due to natural or unnatural causes, including mine subsidence; earthquake; landslide; mudslide; earth shifting, rising or sinking. Volcanic eruption means: eruption; or discharge from a volcano.

Resulting direct loss by fire, explosion, theft or breakage of glass which is part of the building is covered.

b) Water or damage caused by water-borne material. Loss resulting from water or water-borne material damage described below is not covered even if other perils contributed, directly or indirectly to cause the loss. Water and water-borne material damage means:

(1) flood, surface water, waves, tidal waves, overflow of a body of water, spray from these, whether or not driven by wind.

(2) water or water-borne material which:

(a) backs up through sewers or drains from outside the dwelling's plumbing system; or

(b) overflows a sump pump, sump pump well or other system designed to remove subsurface water or water-borne material from the **foundation area**.

(3) water or water-borne material below the surface of the ground, including water or water-borne material which exerts pressure on, seeps or leaks through a building, sidewalk, driveway, **foundation**, swimming pool, or other structure.

Resulting direct loss by fire, explosion, or theft is covered.

c) Neglect, meaning neglect of the **insured** to use all reasonable means to save and preserve property at the time of and after a loss, or when property is endangered by a covered peril.

d) War or Warlike Acts. This includes insurrection, rebellion or revolution. Discharge of a nuclear weapon is considered a warlike act even if accidental.

e) Nuclear Hazard, meaning any nuclear reaction, discharge, radiation, or radioactive contamination, all whether controlled or not or however caused, and any consequence of any of these. Loss caused by nuclear hazard is not considered loss caused by fire, smoke, or explosion, whether these perils are specifically named in or otherwise included as a covered peril in Section I.

f) Increased Hazard, meaning any loss occurring while hazard is increased by a means within the control and knowledge of an **insured**.

g) Intentional Acts, meaning loss resulting from an act committed by or at the direction of an **insured** that may reasonably be expected to result from such acts, or is the intended result from such acts. Intentional acts include criminal acts. Such acts exclude coverage for all **insureds**.

h) Ordinance or Law, meaning enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure.

i) **Collapse**, except as provided by Section I – Additional Property Coverages – **Collapse**.

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- j) Contamination or Pollution, meaning any interior or exterior presence or use, discharge, dispersal, release, migration, seepage, leakage, or escape of:
 - (1) solid, liquid, gaseous, or thermal irritants or contaminants, except smoke arising solely from a hostile fire or the sudden and accidental discharge from a fireplace or furnace;
 - (2) vapors, soot, fumes, acids, alkalis, toxic chemicals, toxic liquids, toxic gases, or waste;
 - (3) fuel oil and other petroleum products; or
 - (4) any other waste materials or other irritants, contaminants or pollutants.
 - k) Loss Assessments, unless optional loss assessment coverage is purchased; and then only up to the limit of liability shown for that optional coverage.
 - l) Government Acts, meaning any loss caused by seizure, destruction, or confiscation by order of any government or public entity.

Loss caused by acts ordered by any government or public entity at the time of a fire to prevent its spread is covered if the loss caused by fire would be covered under this policy.
 - m) **Biological deterioration or damage**, except as provided by Section I – Additional Property Coverages – **Biological Deterioration or Damage Clean Up and Removal**.
 - n) Windstorm or hail to any:
 - (1) structure, other than a building, including the supports and screens, with a roof-like covering of cloth, metal, plastic or fiberglass, whether or not the structure is attached to a building.
 - (2) screens, including their supports, around a pool, patio or other areas.
 - (3) property lines and similar walls, including seawalls, greenhouses, hothouses, slathouses, trellis, pergolas, cabanas and outdoor equipment used to service the **residence premises**.
 - (4) structure, including property in or on the structure, which is in whole or part, in or over water.
2. We do not cover loss to any property resulting directly or indirectly from the following if another excluded peril contributes to the loss:
- a) A fault, weakness, defect or inadequacy in the:
 - (1) specifications, planning, zoning;
 - (2) design, workmanship, construction, materials;
 - (3) surveying, grading, backfilling;
 - (4) development or maintenance;of any property on or off the **residence premises**, whether intended or not.
 - b) Acts or decisions of any person, group, organization or governmental body, whether intentional, negligent, wrongful or without fault. This includes the conduct or failure to act or decide by any of the aforementioned.
 - c) Weather conditions, if contributing in any way with an exclusion listed in paragraph 1. of this Section.
3. We do not cover loss to property described in Coverages A and B resulting directly from any of the following:
- a) freezing of a plumbing, heating, air conditioning or automatic fire protection sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing.



HOMEOWNER POLICY DECLARATIONS

Non-Assessable

Page 1 of 3

These Declarations are a part of the policy named above and identified by policy number below. They supersede any Declarations issued earlier. Your Homeowner Policy will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. See policy for details regarding the **other coverages** and **additional coverage options**.

Policy Number:
63 23 MP 607570

Issued:
AUG 09, 2004

Policyholder:
(Named Insured)
ABRAHAM & BETTY L
MURPHY
5273 ANDOVER DRIVE
JACKSON MS 39209-3106

Policy Period From:

NOV 13, 2003 to NOV 13, 2004 but only if the required premium for this period has been paid, and only for annual renewal periods if premiums are paid as required. Each period begins and ends at 12:01 A.M. standard time at the Residence Premises.

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Change Effective Date:
AUG 16, 2004

The Following Change(s) Have Been Made To Your Policy:

This revised Declarations reflects recent changes made to your Insurance Policy.

Residence Premises Information:

ABRAHAM & BETTY L ONE FAMILY
MURPHY FRAME DWELLING
5273 ANDOVER DRIVE YEAR OF CONSTRUCTION 1970
JACKSON
MS 39209-3106

PROTECTION CLASS 03
RATED PROTECTION CLASS 03

SECTION I

Property Coverages	Limits Of Liability	Deductible: \$250 ALL PERILS
COVERAGE-A-DWELLING	\$ 76,500	In case of a loss under Section I, we cover only that part of each loss over the deductible stated.
COVERAGE-B-OTHER STRUCTURES	\$ 7,650	
COVERAGE-C-PERSONAL PROPERTY	\$ 53,550	EXCEPTIONS
COVERAGE-D-LOSS OF USE	\$ 15,300	5% EARTHQUAKE DEDUCTIBLE APPLIES SEPARATELY TO EACH SECTION I COVERAGE LIMIT OF LIABILITY WITH A MINIMUM DEDUCTIBLE OF \$250

SECTION II

Liability Coverages	Limits Of Liability
COVERAGE-E-PERSONAL LIABILITY FOR EACH OCCURRENCE: PROPERTY DAMAGE AND BODILY INJURY	\$ 100,000
COVERAGE-F-MEDICAL PAYMENTS TO OTHERS EACH PERSON	\$ 1,000

OTHER COVERAGES/OPTIONS APPLICABLE

See Policy or Endorsements for details regarding the Other Coverages and Options that apply to your policy.

Other Coverages	Limits of Liability
INFLATION PROTECTION BOECKH INDEX 0443.9	APPLIES
BIOLOGICAL DETERIORATION/DAMAGE CLEAN UP	\$ 10,000
FIRE DEPARTMENT SERVICE CHARGE	\$ 500
CREDIT CARD - FORGERY	\$ 1,000
 Options Applicable	
OPTION-B-GUNS	\$ 2,000
OPTION-J-EXTENDED REPLACEMENT COST PERSONAL PROPERTY	APPLIES
OPTION-L-PROTECTIVE DEVICE CREDIT LOCAL FIRE OR SMOKE ALARM SYSTEMS	APPLIES
OPTION-Q-EARTHQUAKE	APPLIES
OPTION R-BROAD WATER BACKUP WATER BACKUP DEDUCTIBLE \$500	5% OF COV A

PREMIUM SUMMARY

Premium Based On	Premium Amount
POLICY PREMIUM	\$ 581.00
EARTHQUAKE	\$ 20.00
WATER BACKUP	\$ 15.00
Annual Premium	\$ 616.00

Annual Premium Includes Discounts For:

- CLAIM FREE
- LONG TERM
- HOME PROTECTIVE DEVICE

FORMS and ENDORSEMENTS MADE PART OF POLICY

HO 23 Homeowners Policy

ADDITIONAL INTERESTS

FIRST MORTGAGEE

CHASE MANHATTAN MRTG
 ISAOA ATIMA
 PO BOX 24843
 COLUMBUS OH 43224-0843
 LOAN #1987409260



**HC EOWNER POLICY
DECLARATIONS**

Non-Assessable

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Policy Number:
63 23 MP 607570

Policyholder:
(Named Insured)
ABRAHAM MURPHY

Issued:
FEB 04, 2005

Policy Period From:
NOV 13, 2004 TO NOV 13, 2005

Issued By: NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Countersigned At: RALEIGH, NC
Prior Declaration Issued: OCT 15, 2004

Home Office – Columbus, Ohio
By: EDWARD CRIS RAWSON

IMPORTANT PHONE NUMBERS

Nationwide 24-Hour Claims Number: 1-800-421-3535

**For QUESTIONS About Your Policy, Call Your NATIONWIDE AGENT: EDWARD CRIS RAWSON
601-898-1910**

For Hearing Impaired: TTY 1-800-622-2421

Nationwide Regional Office: 919-781-3322

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HOMEOWNER POLICY DECLARATIONS

Non-Assessable

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Policy Number:
63 23 MP 607570

Issued:
OCT 15, 2004

Policyholder:
(Named Insured)
ABRAHAM & BETTY L
MURPHY
5273 ANDOVER DRIVE
JACKSON MS 39209-3106

Policy Period From:

NOV 13, 2004 to NOV 13, 2005 but only if the required premium for this period has been paid, and only for annual renewal periods if premiums are paid as required. Each period begins and ends at 12:01 A.M. standard time at the Residence Premises.

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The Following Change(s) Have Been Made To Your Policy:

You may notice a change in premium since your last billing. Residence Premises Information has been changed.

The limit of liability for Section I Coverage A Dwelling is revised.

Limits of Liability for Policy Option Q Earthquake is changed.

Limits of Liability for Policy Option Water Backup is changed.

Residence Premises Information:

ABRAHAM & BETTY L ONE FAMILY
MURPHY FRAME DWELLING
5273 ANDOVER DRIVE YEAR OF CONSTRUCTION 1970
JACKSON
MS 39209-3106

PROTECTION CLASS 03
RATED PROTECTION CLASS 03

SECTION I

Property Coverages	Limits Of Liability	Deductible: \$250 ALL PERILS
COVERAGE-A-DWELLING	\$ 82,600	In case of a loss under Section I, we cover only that part of each loss over the deductible stated.
COVERAGE-B-OTHER STRUCTURES	\$ 8,260	
COVERAGE-C-PERSONAL PROPERTY	\$ 57,820	EXCEPTIONS 5% EARTHQUAKE DEDUCTIBLE APPLIES SEPARATELY TO EACH SECTION I COVERAGE LIMIT OF LIABILITY WITH A MINIMUM DEDUCTIBLE OF \$250
COVERAGE-D-LOSS OF USE	\$ 16,520	

SECTION II

Liability Coverages	Limits Of Liability
COVERAGE-E-PERSONAL LIABILITY FOR EACH OCCURRENCE: PROPERTY DAMAGE AND BODILY INJURY	\$ 100,000
COVERAGE-F-MEDICAL PAYMENTS TO OTHERS EACH PERSON	\$ 1,000



OTHER COVERAGES/OPTIONS APPLICABLE

See Policy or Endorsements for details regarding the Other Coverages and Options that apply to your policy.

Other Coverages	Limits of Liability
INFLATION PROTECTION BOECKH INDEX 0479.2	APPLIES
BIOLOGICAL DETERIORATION/DAMAGE CLEAN UP	\$ 10,000
FIRE DEPARTMENT SERVICE CHARGE	\$ 500
CREDIT CARD - FORGERY	\$ 1,000
Options Applicable	
OPTION-B-GUNS	\$ 2,000
OPTION-J-EXTENDED REPLACEMENT COST PERSONAL PROPERTY	APPLIES
OPTION-L-PROTECTIVE DEVICE CREDIT LOCAL FIRE OR SMOKE ALARM SYSTEMS	APPLIES
OPTION-Q-EARTHQUAKE	APPLIES
OPTION R-BROAD WATER BACKUP	\$ 5,000
WATER BACKUP DEDUCTIBLE \$500	

PREMIUM SUMMARY

Premium Based On	Premium Amount
POLICY PREMIUM	\$ 654.00
EARTHQUAKE	\$ 21.00
WATER BACKUP	\$ 18.00
Annual Renewal Premium	\$ 693.00

Annual Renewal Premium Includes Discounts For:

- CLAIM FREE
- LONG TERM
- HOME PROTECTIVE DEVICE

FORMS and ENDORSEMENTS MADE PART OF POLICY

HO 23-A Homeowners Policy

ADDITIONAL INTERESTS

FIRST MORTGAGEE

CHASE MANHATTAN MRTG
 ISAOA ATIMA
 PO BOX 47020
 DORAVILLE GA 30362-0020
 LOAN #1987409260



HOMEOWNER POLICY DECLARATIONS

Non-Assessable
Page 3 of 3

Policy Number:
63 23 MP 607570

Policyholder:
(Named Insured)
ABRAHAM MURPHY

Issued:
AUG 09, 2004

Policy Period From:
NOV 13, 2003 TO NOV 13, 2004

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Countersigned At: RALEIGH, NC
Prior Declaration Issued: FEB 23, 2004

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By: EDWARD CRIS RAWSON

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Nationwide Mutual Insurance Company

Nationwide Mutual Fire Insurance Company L3

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HOMEOWNER POLICY DECLARATIONS

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Policy Number:
63 23 MP 607570

Issued:
FEB 04, 2005

Policyholder:
(Named Insured)
ABRAHAM & BETTY L
MURPHY
5273 ANDOVER DRIVE
JACKSON MS 39209-3106

Policy Period From:

NOV 13, 2004 to NOV 13, 2005 but only if the required premium for this period has been paid, and only for annual renewal periods if premiums are paid as required. Each period begins and ends at 12:01 A.M. standard time at the Residence Premises.

The Following Change(s) Have Been Made To Your Policy:

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The limit of liability for Section I Coverage A Dwelling is revised.

Limits of Liability for Policy Option Q Earthquake is changed.

Limits of Liability for Policy Option Water Backup is changed.

Residence Premises Information:

ABRAHAM & BETTY L ONE FAMILY
MURPHY FRAME DWELLING
5273 ANDOVER DRIVE YEAR OF CONSTRUCTION 1970
JACKSON
MS 39209-3106

PROTECTION CLASS 03
RATED PROTECTION CLASS 03

SECTION I

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SECTION II

Liability Coverages	Limits Of Liability
COVERAGE-E-PERSONAL LIABILITY FOR EACH OCCURRENCE: PROPERTY DAMAGE AND BODILY INJURY	\$ 100,000
COVERAGE-F-MEDICAL PAYMENTS TO OTHERS EACH PERSON	\$ 1,000

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OTHER COVERAGES/OPTIONS APPLICABLE

See Policy or Endorsements for details regarding the Other Coverages and Options that apply to your policy.

Other Coverages	Limits of Liability
INFLATION PROTECTION	APPLIES
BOECKH INDEX 0479.2	
BIOLOGICAL DETERIORATION/DAMAGE CLEAN UP	\$ 10,000
FIRE DEPARTMENT SERVICE CHARGE	\$ 500
CREDIT CARD - FORGERY	\$ 1,000
Options Applicable	
OPTION-B-GUNS	\$ 2,000
OPTION-J-EXTENDED REPLACEMENT COST PERSONAL PROPERTY	APPLIES
OPTION-L-PROTECTIVE DEVICE CREDIT LOCAL FIRE OR SMOKE ALARM SYSTEMS	APPLIES
OPTION-Q-EARTHQUAKE	APPLIES
OPTION R-BROAD WATER BACKUP	\$ 5,000
WATER BACKUP DEDUCTIBLE \$500	

PREMIUM SUMMARY

Premium Based On	Premium Amount
POLICY PREMIUM	\$ 654.00
EARTHQUAKE	\$ 21.00
WATER BACKUP	\$ 18.00
Annual Renewal Premium	\$ 693.00

Annual Renewal Premium Includes Discounts For:

- CLAIM FREE
- LONG TERM
- HOME PROTECTIVE DEVICE

FORMS and ENDORSEMENTS MADE PART OF POLICY

HO 23-A Homeowners Policy

ADDITIONAL INTERESTS

FIRST MORTGAGEE

CHASE HOME FIN LLC
 ISAOA ATIMA
 PO BOX 47020
 DORAVILLE GA 30362-0020
 LOAN #1987409260



HOMEOWNER POLICY DECLARATIONS

Non-Assessable
Page 3 of 3

Policy Number:
63 23 MP 607570

Policyholder:
(Named Insured)
ABRAHAM MURPHY

Issued:
OCT 15, 2004

Policy Period From:
NOV 13, 2004 TO NOV 13, 2005

Issued By: NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Countersigned At: RALEIGH, NC
Prior Declaration Issued: SEP 23, 2004

Home Office – Columbus, Ohio
By: EDWARD CRIS RAWSON

IMPORTANT PHONE NUMBERS

Nationwide 24-Hour Claims Number: 1-800-421-3535

For QUESTIONS About Your Policy, Call Your NATIONWIDE AGENT: EDWARD CRIS RAWSON
601-898-1910

For Hearing Impaired: TTY 1-800-622-2421

Nationwide Regional Office: 919-781-3322

*00 232MP607570. 01483 0 *





HOMEOWNER CUSTOMER NOTICE

Policy Number 63 23 MP 607570	Date Prepared FEB 04, 2005

EDWARD CRIS RAWSON
STE G
321 HWY 51
RIDGELAND MS 39157

How to Contact Us

Nationwide Representative:

EDWARD CRIS RAWSON
AGENT NUMBER : 0013048
601-898-1910



ABRAHAM & BETTY L
MURPHY
5273 ANDOVER DRIVE
JACKSON MS 39209-3106

See back of your statement for important phone numbers and other information about your insurance.

Note:

Enclosed is your Homeowner Policy Renewal Declarations for property described on the Declarations.

Please read it carefully. The cancellation notice recently sent to you in connection with this policy is hereby withdrawn. There has been no lapse in coverage.

Thank you for insuring with Nationwide.

01454 1 *
*00 232MP607570.

At Nationwide, customer service is a top priority. Whether you are a long time customer or new, we want you to know the high value we place on your business. We consider it a privilege to serve you.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY



NATIONWIDE 24-HOUR CLAIMS NUMBER. 1-800-421-3535

**For Questions About Your Insurance, Call Your Nationwide Agent: EDWARD CRIS RAWSON
601-898-1910**

For Hearing Impaired: TTY 1-800-622-2421

AGENT NUMBER 13048

Nationwide Regional Office: 919-781-3322



HOMEOWNER CUSTOMER NOTICE

Policy Number 63 23 MP 607570	Date Prepared FEB 04, 2005

EDWARD CRIS RAWSON
STE G
321 HWY 51
RIDGELAND MS 39157



ABRAHAM & BETTY L
MURPHY
5273 ANDOVER DRIVE
JACKSON MS 39209-3106

Note:

The cancellation notice recently sent you in connection with this policy, insuring the following location(s), is hereby withdrawn:

ABRAHAM & BETTY L
MURPHY
5273 ANDOVER DRIVE
JACKSON
MS 39209-3106

There has been no lapse in protection.

At Nationwide, customer service is a top priority. Whether you are a long time customer or new, we want you to know the high value we place on your business. We consider it a privilege to serve you.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

1 *
00300
*00 232MP607570.



NATIONWID. 4-HOUR CLAIMS NUMBER: 1-800-421-3535

**For Questions About Your Insurance, Call Your Nationwide Agent: EDWARD CRIS RAWSON
601-898-1910**

For Hearing Impaired: TTY 1-800-622-2421

Nationwide Regional Office: 919-781-3322

AGENT NUMBER 13048



HOMEOWNER C () TOMER NOTICE

Policy Number 63 23 MP 607570	Date Prepared AUG 09, 2004

EDWARD CRIS RAWSON
STE G
321 HWY 51
RIDGELAND MS 39157

How to Contact Us

Nationwide Representative:

EDWARD CRIS RAWSON
AGENT NUMBER : 0013048
601-898-1910



ABRAHAM & BETTY L
MURPHY
5273 ANDOVER DRIVE
JACKSON MS 39209-3106

See back of your statement for important phone numbers and other information about your insurance.

Note:

The enclosed Declarations confirm change(s) made to your Homeowner Insurance Policy. Please read it carefully. Thank you for insuring with Nationwide.

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At Nationwide, customer service is a top priority. Whether you are a long time customer or new, we want you to know the high value we place on your business. We consider it a privilege to serve you.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

NATIONWID 24-HOUR CLAIMS NUMBER: 1-800-421-3535

******* SPECIAL NOTICE *******

This policy is similar to the HO-3 policy issued by most other companies, but with several unique features and added benefits.

Please notify your agent immediately if the mortgage company shown on the Declarations is not correct.

**For Questions About Your Insurance, Call Your Nationwide Agent: EDWARD CRIS RAWSON
601-898-1910**

For Hearing Impaired: TTY 1-800-622-2421

Nationwide Regional Office: 919-781-3322

AGENT NUMBER 13048

SPECIAL EXCLUSIONS

We do not cover loss resulting directly or indirectly from flood of any nature or tidal wave, whether caused by, resulting from, contributed to, or aggravated by earthquake or volcanic eruption.

Option R. Broad Water Back up of Sewers or Drains Coverage. We will pay up to the limit of liability, shown on the Declarations for this option, at the time of loss, for direct damage to covered property caused by or resulting from water or water-borne material which:

1. backs up through sewers or drains from outside the dwelling's plumbing system; or
2. overflows from a sump pump, sump pump well or other system designed to remove subsurface water or water-borne material from the **foundation area**.

This is the most we will pay for all covered property under Coverage A – Dwelling, Coverage B – Other Structures and Coverage C – Personal Property.

EXCLUSIONS

We do not cover:

1. loss caused by the negligence of an **insured**; or
2. if the loss occurs or is in progress within the first five days of the inception of this coverage unless added at renewal.

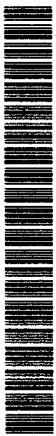
All other damage resulting from water or water-borne material not mentioned above is excluded as stated in Section I – Property Exclusion 1.b).

DEDUCTIBLE

We will pay for that part of the covered loss that is above the Section I – Deductible shown on the Declarations or \$500, whichever is greater.

All other provisions of this policy, including Section I – Deductible, apply.

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Nationwide
On Your Side™

September 25, 2007

ABRAHAM AND BETTY L MURPHY
5273 ANDOVER DRIVE
JACKSON, MS 39209-3106

RE: Policy Number: 6323MP607570

Property Location : 5273 ANDOVER DRIVE JACKSON, MS 39209-3106
Policy Form: Homeowner

We sincerely regret we are unable to continue your Homeowner insurance protection.

This is notice that this policy is non-renewed effective 12:01 a.m. local time, November 13, 2007.

The reason(s) for this action is/are due to:

- Due to losses incurred on April 26, 2007 theft, October 7, 2005 wind and August 29, 2005 wind.
- You may become eligible for coverage if you provide information to show that these losses are incorrect or inaccurate.

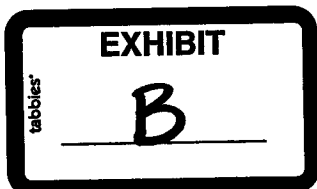
This advance notice should provide sufficient time to secure other coverage. Because of the importance of this protection, we urge you to act promptly.

If a refund is due, it will be sent to you. Or, if payment was made by credit card, any premium refund will be credited to that account. You will be billed if there is a balance due on your policy.

Nationwide will continue to issue billings for any outstanding balance owed on your current renewal period. Failure to pay will result in your policy being cancelled for nonpayment prior to the above referenced cancellation effective date.

Should you have any questions, please contact your Nationwide representative EDWARD CRISL RAWSON LUTCF at 601-898-1910.

cc: 0013048-23



Nationwide Mutual Fire Insurance Company
One Nationwide Plaza Columbus, OH 43215-2220
Hearing or Voice Impaired: 1-800-622-2421 (TTY only)
nationwide.com

WPCN_010NR/1172177

CIVIL COVER SHEET

3:08W 543 DJ-JCS

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court.

I. (a) PLAINTIFFS Abraham and Betty Murphy DEFENDANTS Nationwide Insurance Company and John Does 1-10 (b) County of Residence of First Listed Plaintiff Hinds (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorney's (Firm Name, Address, and Telephone Number) John M. Mooney, Jr. / Law Offices of John M. Mooney, Jr., PLLC 3220 North State Street / Jackson, MS 39216 / 601-981-9555

SOUTHERN DISTRICT OF MISSISSIPPI County of Hinds FILED AUG 29 2008 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE PROPERTY INVOLVED. Attorneys (If Known) J. T. NOBLIN, CLERK DEPUTY

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

IV. NATURE OF SUIT (Place an "X" in One Box Only) CONTRACT TORTS FOREFEITURE/PENALTY LABOR SOCIAL SECURITY FEDERAL TAX SUITS REAL PROPERTY CIVIL RIGHTS PRISONER PETITIONS IMMIGRATION OTHER STATUTES

V. ORIGIN (Place an "X" in One Box Only) 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332, Brief description of cause: breach of contract, bad faith

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMANDS CHECK YES only if demanded in complaint: JURY DEMAND: X Yes [] No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 8/29/08 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY RECEIPT # AMOUNT 350.00 APPLYING IFP JUDGE MAG. JUDGE

J027232