

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Case No. 5:21-CV-114-M

FILED IN OPEN COURT

ON 7/19/24

Peter A. Moore, Jr., Clerk
US District Court
Eastern District of NC

WAKE CHAPEL CHURCH, INC.,)
)
Plaintiff,)
)
v.)
)
CHURCH MUTUAL INSURANCE)
COMPANY,)
)
Defendant.)

JURY VERDICT FORM

We the jury find as follows:

1. Did the Plaintiff's sanctuary roof sustain direct physical loss or damage caused by or resulting from wind on or about October 10-11, 2018, that allowed water to enter and damage the sanctuary's interior?

_____ Yes X _____ No

If you answer "No" to this question, proceed to Question No. 4. If you answer "Yes" to this question, proceed to Question No. 2.

2. Are the damages claimed by Plaintiff for the Hurricane Claim solely caused by or resulting from any exclusion or exclusions under the Policy issued by Defendant to Plaintiff?

_____ Yes _____ No

Excluded causes include wear and tear; rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself; continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or

vapor, that occurs over a period of 14 days or more; settling, cracking, shrinking, or expansion; neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss; faulty, inadequate or defective design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction; faulty, inadequate or defective materials used in repair, construction, renovation, or remodeling; or faulty, inadequate, or defective maintenance.

If you answer "No" to this question, proceed to Question No. 3. If you answer "Yes" to this question, proceed to Question No. 4.

3. What amount is Plaintiff entitled to recover from the Defendant for the Hurricane Claim?

Physical Loss or Damage: \$ _____

Damage from Loss of Use: \$ _____

4. Did the Plaintiff's sanctuary roof sustain direct physical loss or damage caused by or resulting from snow or ice that occurred on or about December 11, 2018?

Yes **No**

If you answer "Yes" to this question, proceed to Question No. 5. If you answer "No" to this question, then stop.

5. Are the damages claimed by Plaintiff for the Snow Claim solely caused by or resulting from any exclusion or exclusions under the Policy issued by Defendant to Plaintiff?

Yes **No**

Excluded causes include wear and tear; rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself; continuous or

repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more; settling, cracking, shrinking, or expansion; neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss; faulty, inadequate or defective design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction; faulty, inadequate or defective materials used in repair, construction, renovation, or remodeling; faulty, inadequate, or defective maintenance.

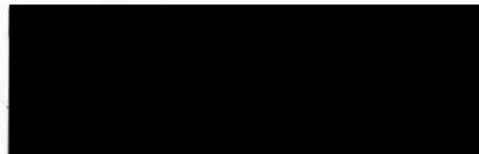
If you answered "No" to this question, proceed to Question No. 5. If you answered "Yes" to this question, then stop.

6. What amount is Plaintiff entitled to recover from Defendant for the Snow Claim?

Damage: \$ 1,200,000

After answering the above questions in accordance with the Court's instructions, the foreperson must sign and date the jury's Verdict below.

Foreperson signature:



Date: 7-19-2024